



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

December 8, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**LANDSCAPE MAINTENANCE SERVICES AGREEMENT WITH
ACCENT LANDSCAPE, INC.**
(2nd District) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Make a finding that the landscape maintenance services, as described herein, continue to be performed more economically by the private sector.
2. Approve and instruct the Mayor of the Board of Supervisors to sign the attached agreement (Exhibit 1) with Accent Landscape, Inc. for the provision of landscape maintenance services at Harbor-UCLA Medical Center, effective January 1, 2006 through December 31, 2008, at an estimated net County cost of \$988,068.
3. Authorize the Director of Health Services, or his designee, to approve Cost of Living Adjustments, at the Director's discretion, for inflation at the end of each Contract Year for the following Contract Year capped at the lesser of 1) the most recently published percentage change in the Bureau of Labor Statistics, Los Angeles-Riverside-Orange County, Consumer Price Index for Urban Consumers (CPI-U) for the 12-month period preceding the contract anniversary date, or 2) the general salary movement percentage for County employees for the 12-month period preceding the prior July 1st. Such adjustment, if recommended for approval, will be subject to review and approval by County Counsel, Chief Administrative Office, and notification to the Board.
4. Authorize the Director of Health Services, or his designee, to execute and approve Change Notices which may delete facilities, hours, or staffing, and which may result in a decrease of the contract sum. Such Change Notices will be subject to review and approval by County Counsel, and the Chief Administrative Office and notification to the Board.

5. Authorize the Director of Health Services, or his designee, to extend the agreement term on a month-to-month basis for up to six months beyond the stated expiration date if the extension of the term is in the best interest of the County and is mutually agreed upon in writing by both parties.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

The Board's approval of the agreement with Accent Landscape, Inc. will provide for landscaping services at Harbor-UCLA Medical Center.

DHS has contracted for landscape maintenance services under provisions of County Code 2.121.250 et seq., "Contracting with Private Businesses" (Proposition A) since July, 1989.

Contracting under Proposition A guidelines continues to be cost effective and operationally feasible for the provision of landscape maintenance services.

FISCAL IMPACT/FINANCING:

The total estimated net County contract cost for the provision of landscape maintenance services is \$988,068 for the three year term. When compared to estimated County service delivery costs of \$1,265,925 over the same period, savings are projected to be \$277,857. The cost analysis was prepared in accordance with Auditor-Controller guidelines. The Department has determined that the contract is cost effective.

Any annual cost-of-living adjustment (COLA) for inflation must be requested by the contractor at the end of each Contract Year for the following Contract Year capped at the lesser of 1) the most recently published percentage change in the Bureau of Labor Statistics, Los Angeles-Riverside-Orange County, Consumer Price Index for urban Consumers (CPI-U) for the 12-month period preceding the contract anniversary date, or 2) the general salary movement percentage for County employees for the 12-month period preceding the prior July 1st. In the event fiscal circumstances ultimately prevent the Board from approving any increase in employee salaries, the contractor will not receive a COLA adjustment.

The necessary funding for landscape maintenance services at Harbor-UCLA Medical Center is included in the Department of Health Services' (DHS) Fiscal Year (FY) 2005-06 Final Budget, and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Landscape maintenance services include but are not necessarily limited to: maintenance of turf, ground cover, shrubs and trees, renovation of turf and ground cover areas; pruning of trees and shrubs; weed, disease, pest and rodent control; and the operation and maintenance of irrigation systems.

On September 8, 1998, the Board approved an agreement with Mariposa Horticultural Enterprises, Inc. for the continued provision of contract landscape maintenance services at Harbor-UCLA Medical Center, effective October 1, 1998 through September 30, 2002.

On January 15, 2003, the Internal Services Department, under a master agreement began providing landscape services to Harbor-UCLA Medical Center. The existing agreement is slated to expire on December 31, 2005.

This is a re-solicitation and there is no employee impact. It has been determined that landscape maintenance services fall under Proposition A guidelines and as such are subject to the provisions of the County's Living Wage Program.

Accent Landscape, Inc. has agreed to comply with the provisions of the Living Wage Ordinance (LWO) which are included in the agreements. Accent Landscape, Inc. is a certified Local Small Business Enterprise. The Office of Affirmative Action Compliance has reviewed and approved the recommended agreement for compliance with the LWO.

The term of the agreement will commence on January 1, 2006 and remain in effect through December 31, 2008. The agreement includes provisions for termination by the County upon 30 days advance written notice to the contractor.

The agreement also includes provisions for (1) the consideration of GAIN program participants for employment by the contractor should additional or replacement personnel be required by the contractor during the term of the agreement, (2) the new standard provisions for the Child Support Compliance Program, (3) the contractor's exclusion from participation in a Federally funded program, (4) Charitable Giving, (5) the notice to employees regarding the Federal Earned Income Credit, (6) Contractor Responsibility and Debarment, (7) Jury Service Program, (8) HIPAA requirements, (9) No Payment for Services Following Expiration of Contract, (10) Safely Surrendered Baby Law, and (11) Indemnification and Insurance provisions approved by CAO Risk Management.

Harbor's Chief Executive Officer, or her designee, will be responsible for day-to-day contract administration. Contract monitoring functions will be performed by the Centralized Contract Monitoring Division.

Attachments 1 through 5 provide additional information.

The attached agreement (Exhibit 1) with Accent Landscape, Inc. has been approved as to use and form by County Counsel.

CONTRACTING PROCESS:

A Request for Proposals (RFP) for the provision of contract landscape maintenance services was released in August, 2005.

Acceptable proposals were received from Accent Landscape Inc., American Landscape, Green Tech Landscape Management, TruGreen Landcare, and Wurzel Landscape. Accent Landscape, Inc. was selected following completion of a competitive RFP re-solicitation process conducted by DHS.

Accent Landscape, Inc. received the highest score in the evaluation process. Factors such as proposed staffing, contractor experience and capability, operational plan, and local small business preference were considered in the evaluation process. Although Accent Landscape Inc. did not submit the lowest

The Honorable Board of Supervisors
December 8, 2006
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proposal cost, the evaluation committee, which was comprised of impartial evaluators from Harbor-UCLA, Olive View-UCLA, and LAC+USC Medical Centers, ranked Accent Landscape Inc.'s proposal the highest total score. After successful negotiations, Accent Landscape Inc. reduced their proposed contract cost by 4.2%. The vendor was selected without regard to race, creed or color.

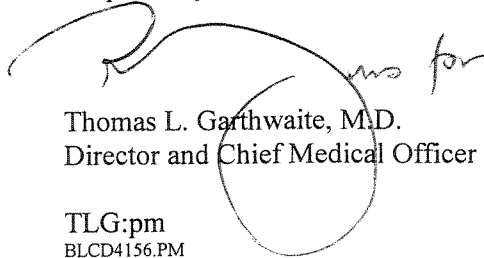
DHS advertised the RFP in the Metropolitan News-Enterprise, Jurupa Valley Times, and Spectrum newspapers and on the Office of Small Business' Countywide Web Site on August 11, 12, and 16, 2005.

IMPACT ON CURRENT SERVICES:

Approval of the agreement will assure provision of necessary landscape maintenance services at Harbor-UCLA Medical Center.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:pm
BLCD4156.PM

Attachments (5)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. **TYPE OF SERVICE:**

Landscape maintenance services at Harbor-UCLA Medical Center.

2. **AGENCY NAME/ADDRESS/CONTACT PERSON:**

Accent Landscape, Inc.
15808 South Broadway
Gardena, CA 90248
Attention: Robert Izumo, President
Phone: 310 324-1706
Fax: 310 532-3314

3. **TERM:**

The term of the agreements will become effective on January 1, 2006 and continue through December 31, 2008.

4. **FINANCIAL INFORMATION:**

The maximum first year annual contract cost for the contract will be \$329,356. The estimated total net County costs over the term of the contract is \$988,068.

5. **SERVICE INFORMATION:**

The agreement provides for the provision of landscape maintenance services at Harbor-UCLA Medical Center.

6. **ACCOUNTABLE FOR CONTRACT MONITORING:**

The Chief Executive Officer or her designee of Harbor-UCLA Medical Center will be responsible for day-to-day contract administration. Contract monitoring functions will be performed by the Centralized Contract Monitoring Division.

7. **APPROVALS:**

Clinical and Medical Affairs:	Thomas L. Garthwaite, M.D., Director and Chief Medical Officer
Contracts and Grants Division:	Cara O'Neill, Chief, Contracts and Grants Division
County Counsel (approval as to form):	Allison Morse, Deputy County Counsel

DEPARTMENT OF HEALTH SERVICES
LANDSCAPE MAINTENANCE SERVICES AT
HARBOR-UCLA MEDICAL CENTER
PROPOSITION A CONTRACTING
COMPARISON OF ESTIMATED AVOIDABLE COST TO THE COST OF CONTRACTING
COUNTY

DIRECT	COST INCREASE (DECREASE) FROM CONTRACTING
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Salaries	\$215,923	
Employee Benefits	\$105,873	
Total Labor	\$321,796	
Services & Supplies	\$2,183	
Other (Equipment)	\$97,996	
TOTAL DIRECT COSTS	\$421,975	

INDIRECT COSTS

Total Overhead	\$0	
Avoidable Overhead	\$0	

TOTAL AVOIDABLE COST	\$421,975
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CONTRACTOR**DIRECT**

Contract Cost	\$329,356	
Other	\$0	
TOTAL DIRECT COST	\$329,356	

INDIRECT COSTS

Employee Retraining	\$0	
Contract Monitoring	\$0	
Other (Specify)	\$0	
TOTAL INDIRECT COST	\$0	

TOTAL CONTRACT COST	\$329,356	\$329,356
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ESTIMATED SAVINGS FROM CONTRACTING	\$92,619
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CONTRACTING FOR LANDSCAPE MAINTENANCE SERVICES

Compliance with County Code Requirements

The agreement meets all of the following mandatory requirements of County Code Section 2.121.250, et seq.

- (a) The award of the contracts will be cost effective;
- (b) The County's ability to respond to emergencies will not be impaired;
- (c) The award of the contracts will not result in the unauthorized disclosure of confidential information;
- (d) Alternative resources are available so that the services can be obtained from another source in the event of default by the contractor;
- (e) The award of the contracts will not infringe upon the proper role of the County in its relationship to its citizens;
- (f) The award of the contracts will be in full compliance with all applicable Federal and State regulations;
- (g) Implementation of the contracts will not result in a reduction in County services; and
- (h) The award of the contracts will not violate the provisions of County Code Section 2.180.010, "Certain Contracts Prohibited".

The agreements also contain provisions recommended by the County Risk Manager to cover the County's potential tort liability. The Contractor will provide evidence of the required insurance coverage prior to the commencement of services.

Participation in the contracting process by minority vendors was solicited by advertising in the Los Angeles Sentinel, Eastern Group publications, and Rapid Publishing and distributing notices by mail to firms listed on the Department's proposers' list and on the Los Angeles County Office of Small Business' Web Site.

Selections for award of the contracts were made without regard to race, creed or color.

**DEPARTMENT OF HEALTH SERVICES
HARBOR-UCLA MEDICAL CENTER
LANDSCAPE MAINTENANCE SERVICES
COST SAVINGS ANALYSIS**

Estimated Actual Savings Percentage	County's Estimated Avoidable Costs	Recommended Proposer	Contract Costs	Estimated Savings
<hr/>				
Year 1				
Harbor-UCLA MC	\$421,975	Accent Landscape, Inc.	\$329,356	\$92,619
TOTALS	\$421,975		\$329,356	\$92,619
36 - Month Total Cost	\$1,265,925		\$988,068	\$277,857

COUNTY OF LOS ANGELES
COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM
FIRM/ORGANIZATION INFORMATION

REQUIRED FORMS - EXHIBIT 7
County of Los Angeles - Community Business Enterprise Program (CBE)

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid. If you believe the SBE Preference Program does not apply to your business, check the appropriate box in Part I; and complete Part II. Whether the SBE Preference does not apply, please sign and date this form below.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

☐ I AM NOT

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

☐ I AM

☒ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number : 11464601

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): <u>7 FULL TIME</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino					4	
Asian or Pacific Islander	1	1	1			
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	10 %	%	%	%
Women	%	%	90 %	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date
METROPOLITAN TRANSPORTATION AUTHORITY	✓	✓			5/27/07

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name <u>ROBERT IZUMO</u>	Authorized Signature 	Title <u>PRESIDENT</u>	Date <u>9/14/05</u>
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CONTRACT

BY AND BETWEEN

**COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES**

AND

ACCENT LANDSCAPE, INC.

FOR

LANDSCAPE MAINTENANCE SERVICES

AT

HARBOR-UCLA MEDICAL CENTER

**CONTRACT PROVISIONS
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EXHIBITS

A	STATEMENT OF WORK
B	BUDGET SHEET
B1	SEASONAL/PERIODIC AND OTHER WORK
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G	JURY SERVICE ORDINANCE
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K	PAYROLL STATEMENT OF COMPLIANCE
L	LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM
M	FACILITY MAP
N	ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
O	EQUIPMENT LIST
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P3	CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
Q	CHARITABLE CONTRIBUTIONS CERTIFICATION

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

This Agreement is made and entered into this _____ day
of _____, 2006,

by and between the
and

COUNTY OF LOS ANGELES
(hereafter County"),

ACCENT LANDSCAPE, INC.
(hereafter "Contractor").

RECITALS

WHEREAS, pursuant to California Health and Safety Code Sections 1441 and 1445, County has established and operates, through its Department of Health Services (hereafter "DHS"), Harbor-UCLA Medical Center, 1000 W. Carson, Torrance CA 90509, including the Child Care Center, 975 Carson Street, Torrance CA 90509 (hereafter "Medical Center"); and

WHEREAS, County is authorized by Los Angeles County Code Section 2.121.250 et seq. to contract with private businesses to perform personal services when it is more economical or feasible to do so; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to engage in the business of providing landscape maintenance services as described hereunder; and

WHEREAS, this Agreement is authorized by California Government Code Sections 23004 and 26227.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, B1, C, D, E, F, G, H, I, J, K L, M, N, O, P1, P2, P3, and Q are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- | | | |
|------|------------------------|--|
| 1.1 | EXHIBIT A - | Statement of Work |
| 1.2 | EXHIBIT B - | Budget Sheet |
| 1.3 | EXHIBIT B1 - | Seasonal/Periodic Landscape Maintenance
Services and Other Work |
| 1.4 | EXHIBIT C - | Contractor's Schedule |
| 1.5 | EXHIBIT D - | Contractor's EEO Certification |
| 1.6 | EXHIBIT E - | County's Administration |
| 1.7 | EXHIBIT F - | Contractor's Administration |
| 1.8 | EXHIBIT G - | Jury Service Ordinance |
| 1.9 | EXHIBIT H - | Safely Surrendered Baby Law |
| 1.10 | EXHIBIT I - | Living Wage Ordinance |
| 1.11 | EXHIBIT J - | Monthly Certification for Applicable Health
Benefit Payments |
| 1.12 | EXHIBIT K - | Payroll Statement of Compliance |
| 1.13 | EXHIBIT L - | Local Small Business Enterprise Preference
Program. |
| 1.14 | EXHIBIT M - | Facility Maps |
| 1.15 | EXHIBIT N - | GAIN/GROW Participants |
| 1.16 | EXHIBIT O - | Equipment List |
| 1.17 | EXHIBIT P1, P2, & P3 - | Contractor Acknowledgment and Confidentiality
Agreement |
| 1.18 | EXHIBIT Q - | Charitable Contributions Certification |

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract/Agreement:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.5 **County Project Director (Chief Executive Officer):** Chief Executive Officer or Administrator designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County Contract Project Manager:** Person designated by County's Project Director to manage the operations under this Contract. This position may also be assigned as the County Contract Project Monitor.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work, Exhibit A.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF AGREEMENT

- 4.1 The term of this Agreement shall commence on January 1, 2006 and continue in full force and effect through December 31, 2008.
- 4.2 The term of this Agreement may be extended by the Director of Health Services beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six months, upon the mutual agreement of the parties. All provisions of this Contract are effect on the date the term commences and shall remain in effect for the duration of the extension. Completion for work performed during the extension period shall be prorated on a monthly basis where applicable, and on a daily basis for time periods of less than a month.

If Director and Contractor mutually fail to agree to extend this Contract on a month-to-month basis as of the expiration date set fourth in Sub-paragraph 4.1 above, then this Contract shall expire on said date.

- 4.3 Contractor shall notify DHS when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to DHS at the address herein provided in Exhibit E - County's Administration.

5.0 CONTRACT SUM

- 5.1 For all services hereunder, Contractor shall bill County monthly, in arrears, in accordance with the fees set forth in Exhibit B, attached hereto, on billing forms approved by the County. As described in Exhibit B, during the term of this Agreement, the annual obligation of County for Contractor's performance of this Agreement shall not exceed Three Hundred and Twenty Nine Thousand, Three Hundred and Fifty Six Dollars (\$329,356) at a total maximum obligation of Nine Hundred and Eighty Eight Thousand, and Sixty Eight Dollars (\$988,068).
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same

by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

- 5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Agreement. Upon occurrence of this event, Contractor shall send written notification to the Department at the address herein provided in Exhibit E.
- 5.4 Fixed Contract Year Line Item Budget Requirements: This Agreement contains a Fixed Contract Year Line Item Budget for the first (12) twelve-month period of the contract term. Such Fixed Contract Year Line Item Budget shall be set forth on Contractor's First-Year Line Item Budget, **Exhibit B** Line Item Budget. Exhibit B contains a proposed Annual Fixed Reimbursement Amount as defined in Paragraph 5.5 which: (1) shall be fixed and guaranteed for each successive (12) twelve-month period of the contract term beginning on the date of commencement of services (hereafter "Contract Year"), and (2) shall **not** include adjustments for inflation for the second and subsequent Contract Years, other than those adjustment procedures described in Paragraph 5.10. The Annual Fixed Reimbursement Amount shall include all costs related to routine landscape maintenance to be paid by County to Contractor. The Annual Fixed Reimbursement Amount shall contain all reimbursable costs to be paid by County to Contractor for all routine landscape services as identified in Exhibit A, Statement of Work, Paragraph 3.0.
- 5.5 Annual Fixed Reimbursement Amount and Basic Monthly Charge: The Annual Fixed Reimbursement Amount is the fixed and guaranteed contract price which shall be based on the total costs for providing all routine landscape maintenance services described in Exhibit A, Statement of Work, Paragraph 3.0. The proposed monthly charge per calendar month to County for all routine landscape maintenance services shall be calculated by dividing Contractor's Annual Fixed Reimbursement Amount by (12) twelve. This monthly charge shall be referred to as the Basic Monthly Charge and may **not** include adjustments for inflation other than those described in Paragraph 5.10 below. The Annual Fixed Reimbursement

Amount (less depreciation, any equipment installation costs, and start-up costs) may be adjusted by County at the end of each Contract Year, as indicated in Paragraph 5.10.

5.6 Reimbursement for Seasonal/Periodic Landscape Maintenance Services:
Contractor shall notify the Contract Coordinator a minimum of five (5) business days prior to commencement of any Seasonal/Periodic Landscape Maintenance Services. Reimbursement for Seasonal/Periodic Landscape Maintenance Services shall be made subsequent to receipt of a complete and correct itemized billing, as required by County, in addition to evidence of County pre-approval of services performed.

5.7 Unsatisfactory Performance Deductions from the Basic Monthly Charge:
During any calendar month in which the Acceptable Quality Level is not met and Contractor's performance is deemed unsatisfactory in any of the service areas listed in Exhibit A, Statement of Work, County may, in its sole discretion, make unsatisfactory performance deductions from the Basic Monthly Charge as specified in Exhibit A, Statement of Work, Paragraph 13.0, Performance Requirements Summary.

5.8 No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.9 Invoices and Payments

5.9.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the

charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Budget Sheet, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

- 5.9.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Budget Sheet.
- 5.9.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.9.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following is included:

- Exhibit J - Monthly Certification for Applicable Health Benefit Payments
- Exhibit K - Payroll Statement of Compliance

- 5.9.5 All invoices under this Contract shall be submitted in two (2) copies to the appropriate County facility as referenced in the Statement of Work, Exhibit A, at the address provided by the County Contract Project Manager.
- 5.9.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be

unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

5.10 Cost of Living Adjustments (COLA's): The contract (Annual Fixed Reimbursement Amount, cost per frequency for seasonal/periodic services) amount may be adjusted annually at the County's sole discretion, for inflation at the end of each Contract Year for the following Contract Year capped at the lesser of:

- The most recently published percentage change in the Bureau of labor Statistics, Los Angeles-Riverside-Orange County, Consumer Price Index for Urban Consumers (CPI-U) for the 12 month period preceding the contract anniversary date; or
- The general salary movement percentage for County employees for the 12 month period preceding the prior July 1st.

The adjusted Annual Fixed Reimbursement Amount shall be used to determine the new Basic Monthly charge for such new Contract Year for routine landscape maintenance services provided. Percentage changes in the specified index shall not be applied to start-up costs, equipment installation costs, and depreciation expense, if any. The adjusted Contractor's Line Item Budget as described above shall result in a new Contract Year Budget which shall include a new Annual Fixed Reimbursement Amount for the new Contract Year. The new Annual Fixed Reimbursement Amount/Basic Monthly Charge shall be fixed and guaranteed for such new Contract Year.

If Contractor's labor budget increases by a percentage greater than the percentage change in the CPI-U due to an increase in the applicable Minimum Wage Law, the actual amount of the increased labor budget due to the change in the Minimum Wage Law may be used instead of the change in the CPI-U to determine that portion of the labor cost in Contractor's Contract Year Budget. The actual increase will be added to only that portion of the base salaries affected by the Minimum Wage Law change. The remaining portion of the labor costs will be calculated by using the CPI-U or average movement in general County salaries. All other calculations shall be performed as described above.

Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted. Inflation Adjustment and Contractor's future contract year budgets must be requested in writing along with supporting

documentation to the Director of Health Services, with a copy to Contracts and Grants Division, and the Chief Executive Officer at Harbor-UCLA. The request must be submitted 30 days prior to the end of each contract year for the following contract year.

5.11 Prevailing Wage:

- 5.11.1 The Director of the Department of Industrial Relations, State of California, has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract which may be awarded by the County. The current prevailing wage rates are reflected in Technical Exhibit 3.
- 5.11.2 Contractor, its subcontractor(s), agents and employees shall pay no less than the prevailing wage rate established by the State Department of Industrial Relations to those workers who perform work which is subject to the prevailing wage requirement pursuant to Section 1775, State of California Labor Code.
- 5.11.3 Contractor shall post at each job site, a copy of the determination of the prevailing rate of per diem wages for the craft or type of worker covered by the prevailing wage requirement needed to execute such services and shall certify to County in writing that the posting of the copy of the determination required by California Labor Code Section 1773.2 has been completed.
- 5.11.4 Contractor shall collect, maintain and submit on a monthly basis to DHS, Technical Exhibit 3, Public Works Payroll Reporting Form for each covered worker who performs such services, attached hereto and incorporated herein by reference.
- 5.11.5 Contractor, its subcontractors, agents, and employees shall comply with California Labor Code Section 1777.5 with respect to employment of apprentices.
- 5.11.6 Contractor, its subcontractors, agents, and employees are directed to the requirements of the California Labor Code with respect to hours of employment. Eight (8) hours of labor

constitute a legal day's work for the covered workers and neither Contractor nor any subcontractors hereunder shall require or permit any covered worker to perform any of such services for more than eight (8) hours during any one (1) calendar day or more than forty (40) hours during any one (1) calendar week except as authorized by California Labor Code Section 1815. For each violation of the provisions of California Labor Code Sections 1811 through 1815, Contractor shall forfeit to County the penalty set forth therein.

- 5.11.7 Contractor shall execute and deliver to DHS the following certification: "I am aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that Code before commencing the performance of the work of this contract.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit E. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director (Chief Executive Officer)

Responsibilities of the County's Chief Executive Officer include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Contract Project Manager

The responsibilities of the County's Project Manager include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.
- The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The County's Project Monitor reports to the County's Project Manager. The County's Project Monitor on occasion have the same duties as the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit F. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

7.3 Contractor's Staff Identification

7.3.1 Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's photo identification badge at the time of removal from the County Contract.

- 7.3.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

- 7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- 7.4.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.
- 7.4.3 County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access, at the sole discretion of the County.
- 7.4.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.0 TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

- 8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Director of Health Services. Any unapproved assignment or delegation shall be null and void. Any payments by the Department to any approved delegate or assignee on any claim under this Contract shall be deductible, at Department's sole discretion, against the claims, which the Contractor may have against the County.
- 8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without Department's express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

8.4.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment to this Agreement shall be prepared and executed by the Board of Supervisors and Contractor, except for the following:

8.4.1.1 Director or his authorized designee is authorized to execute and approve amendments in the form of Change Notices which delete facilities, hours, or staffing, such Change Notice, may result in a Contract Sum decrease, as described in Exhibit A, Statement of Work.

8.4.1.2 County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on the Change Notices prepared pursuant to this Subparagraph 8.4.1 and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.4.2 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director or his designee.

8.4.3 The Director, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.

8.5 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit R, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

8.6 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within ten (10) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.61 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.6.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

8.6.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAW

8.7.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.7.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.9.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the

Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may

also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.10 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

8.10.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit I and incorporated by reference into and made a part of this Contract.

8.10.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under the Contract:
 - a. Not less than \$9.46 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$8.32 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$1.14 per hour

towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Living Wage Program shall be attached to the Contract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of

“Employer” or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Living Wage Program’s definition of “Employer” and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

8.10.3 Contractor’s Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor’s Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor’s current health care benefits plan, and the Contractor’s portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

8.10.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

8.10.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

8.10.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

8.10.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this Sub-paragraph, the County shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the

Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the

County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- 3. Debarment. In the event the Contractor breaches a requirement of this Sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

8.10.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of

same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

8.10.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

8.10.10 Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

8.10.11 Employee Retention Rights

1. Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

- c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
- 2. Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
- 3. Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

8.10.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

8.11 CONFLICT OF INTEREST

- 8.11.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.11.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.12 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.13 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.14 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.14.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

8.14.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

8.14.3 Non-responsible Contractor

County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same,(3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

8.14.4 Contractor Hearing Board

If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise

Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board

8.14.5 Subcontractors of Contractor

These terms shall also apply to any subcontractors of County Contractors.

8.15 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.15.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.15.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act [(42 USC section 653 (a)] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246 (b).

8.16 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.17.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.17.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.18 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.19 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.20 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.21 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.21.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Paula Morales, Contract Administrator
Contracts and Grants Division
313 N. Figueroa St., 6th Floor East
Los Angeles, CA 90012

Prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract by Contract Number;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.21.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.21.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.21.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.21.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.21.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.22 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.23 INDEPENDENT CONTRACTOR STATUS

8.23.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.23.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.23.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.23.4 As previously instructed in Sub-paragraph 7.5 - Compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its employees to any patient medical records. Accordingly, Contractor shall instruct its employees that they are not to pursue or gain access to patient

8.24 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.25.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of County, the Contractor breaches the Contract requirements as specified in the Performance Requirements Summary (PRS) Chart, as defined in Technical Exhibit 2, hereunder, the County will have a claim for the sum specified in the PRS, to be paid by the Contractor in accordance with the Contract as liquidated damages. The Director, or his/her designee shall notify Contractor in writing of the specific instances and areas of noncompliance and/or nonperformance and the corresponding unsatisfactory performance deductions.

8.26.2 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict DHS from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Contract Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Project Manager or County Project Director is not able to resolve the dispute, the Director, or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E, County's Administration and F, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.37 Record Retention and Inspection/Audit

Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

- 8.36.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- The Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.39 SAFELY SURRENDERED BABY LAW

Notice to Employees Regarding the Safely Surrendered Baby Law: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H of this contract and is also available on the Internet at www.babysafela.org for printing purposes.

Contractor's acknowledgment of County's commitment to the Safely Surrendered Baby Law: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's

place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

- 8.40.6 The County's Chief Executive Officer is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 Before any subcontractor employee may perform any work hereunder, the Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles/Department of Health Services
Paula Morales, Contract Administrator
Contracts and Grants Division
313 N. Figueroa St., 6th Floor East
Los Angeles, CA 90012

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Paragraph above, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90) calendar days or written notice shall be grounds upon which County may terminate this contract pursuant to the "Termination for Default" Paragraph of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.43, or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had

been issued pursuant to Paragraph 8.42 - Termination for Convenience.

8.43.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 8.43.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-Paragraph 8.43.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Paragraph 8.24 - Indemnification.

8.43.6 The rights and remedies of the County provided in this Paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment

with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor;
or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage,

brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.50 COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its employees to any patient medical records. Accordingly, Contractor shall instruct its employees that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledges that, in the course of the provision of services hereunder, Contractor or its employees may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its employees are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify hospital supervisory personnel that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its employees' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations in this regard.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services and Contractor has caused this Contract to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

ATTEST:
VIOLET VARONA-LUKENS, Executive
Officer of the Board of
Supervisors of County of Los Angeles

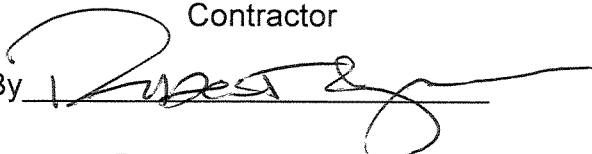
By _____
Mayor, Board of Supervisors

By _____

APPROVED AS TO FORM
BY THE OFFICE OF COUNTY COUNSEL

By 
Deputy

Accent Landscape Inc.
Contractor

By 

Title PRESIDENT

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By 
Cara O'Neill, Chief
Contracts and Grants Division

AGRECD4157.PM

EXHIBITS FOR CONTRACT FOR
LANDSCAPE MAINTENANCE SERVICES

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STATEMENT OF WORK**1.0 NON-INTERFERENCE:**

The Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

2.0 USE OF CHEMICALS:

- 2.1 All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by a Certified Applicator under the direction of a Licensed Pest Control Advisor. Contractor, in complying with the California Food and Agricultural Code, shall provide, to the County Contract Project Manager, a copy of a valid Pest Control Operator's License and a valid Pest Control Advisor's License or a copy of said licenses from a sub-contractor prior to using any and all applicable chemicals within the areas(s) to be maintained.
- 2.2 Contractor shall submit a listing of proposed chemicals to be used; including commercial name, application rates and type of usage to the County Contract Project Manager for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the County Contract Project Manager.
- 2.3 Chemicals shall only be applied by those persons possessing a valid California Certified Pest Control Applicator's license. Application shall be in strict accordance with all governing regulations.
- 2.4 Records of all operations stating dates, times, methods of applications, chemical formulations, applicators names and weather conditions shall be made and retained in an active file for a minimum of three (3) years.
- 2.5 Contractor will provide a chemical use report (site specific) with monthly billing. A copy of the Pest Control Advisor's recommendation for each application (site specific) shall be provided to monitor and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.
- 2.6 All chemicals requiring a special permit for use must be registered, and a permit obtained from County Agricultural Commissioner's Office. An approved copy of permit shall be submitted to County Contract Project Manager five (5) days prior to intended chemical usage.

- 2.7 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.
- 2.8 Contractor shall apply chemicals when air currents are still, preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.
- 2.9 Contractor shall give County Contract Project Manager twenty-four (24) hour notification of use of chemicals for landscape areas.

3.0 ROUTINE LANDSCAPE MAINTENANCE SERVICES

3.1 MOWING:

- 3.1.1 Mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- 3.1.2 Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type mower.
- 3.1.3 All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.
- 3.1.4 Mowing height shall be appropriate to turf species and use parameters. Mowing heights may vary for special events and conditions.
- 3.1.5. Mowing operation shall be on a schedule that is acceptable to the Director/Designee.
- 3.1.6 All grass clippings shall be collected and removed from the site on the same day the area is mowed.
- 3.1.7 Walkways shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.
- 3.1.8 Mowing of turf at the facility shall be completed in one operation.
- 3.1.9 Mowing Site Inspection and Reporting:
 - 3.1.9.1 Prior to initiating a mowing operation, the site is to be inspected by a knowledgeable and responsible Contractor employee who will determine the practicality of initiating the operation. Litter shall not be shredded by mowers, glass bottles shall not be driven over and broken, and excessively wet turf areas shall not be

driven across. Damaged sprinkler heads and valve box covers shall be immediately responded to by the Contractor.

3.1.9.2 If a mowing operation cannot be completed thoroughly within the designated time frame, the County Contract Project Manager shall be immediately notified through the Contractor's communication network.

3.1.10 Mowing - Frequency:

All turf areas shall be mowed no less than once every week for a minimum total mowing frequency of 52 times per year. The Contractor may choose to provide additional mowing frequencies at no additional cost to the County.

3.2 AERIFICATION:

Aerate all turf areas by using a device that removes one-half inch cores to a depth of two inches and not more than six inch spacing on center. Turf aerification shall be accomplished during the period of April through November.

3.2.1. Aerification - Frequency

Aerify turf two times per year, once in the spring and once in the fall.

3.3 EDGING:

3.3.1 Contractor shall maintain all groundcover areas contiguous to turf areas "neatly" edged with all grass invasions eliminated.

3.3.2 All groundcover and flower bed areas where maintained next to turf areas shall be kept neatly edged and all grass invasions eliminated.

3.3.3 All turf edges, including but not limited to sidewalks, drives, curbs, shrub beds, flower beds, groundcover beds, around tree bases, shall be edged to a neat and uniform line at all times.

3.3.4 All turf edges shall be trimmed or limited around sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, and other equipment and obstacles.

3.3.5 Walkways shall be cleared immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.

- 3.3.6 Clearance: Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunks of trees and away from the dripline of shrubs by use of approved chemicals, manual or mechanical devices.
- 3.3.7 Mechanical Edging: Mechanical edging shall be completed as one (1) operation in a manner that ensures a well defined edge. All walkways shall be edged with a power blade edger.
- 3.3.7.1 Mechanical edging of turf shall be performed 26 times per year; once every other week.
- 3.3.7.2 Mechanical edging of groundcover shall be performed 26 times per year, once every other week.
- 3.3.8 Chemical Edging:
- 3.3.8.1 Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed since all areas will be open for public access during application.
- 3.3.8.2 Linear chemical edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A twelve (12) inch barrier width shall be considered normal.
- 3.3.8.3 Chemical detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas may be performed in a manner that ensures operability, ease of location, and/or a clean appearance. A six (6) inch barrier width shall be considered normal.
- 3.3.8.4 Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least 18 inches from the trunks of trees and away from the drip line of shrubs by use of approved chemicals.
- 3.3.8.5 Water shall not be applied to treated areas for 48 hours after each application or as directed by manufacturer's recommendation.

- 3.3.8.6 Weeds treated using a systematic chemical shall be left in place per manufacturer's recommendation. If kill is not completed by the time specified in the manufacturer's recommendation, a second application, at no additional cost to County, shall be made.
- 3.3.8.7 After complete kill, all dead weeds shall be removed from the area by the Contractor.
- 3.3.9 Chemical Edging Detailing - Frequency:
 - 3.3.9.1 Chemical turf detailing around trees, turf boundaries and various irrigation components; once every two months.
 - 3.3.9.2 Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides; once each month.
- 3.3.10 Chemical Application - Site Inspection and Reporting:
 - 3.3.10.1 Prior to proceeding with any chemical application, the site shall be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation.
 - 3.3.10.2 If an operation cannot be thoroughly completed within the designated time frame, the Department shall be immediately notified through the Contractor's communication network.
- 3.4 LITTER CONTROL:
 - 3.4.1 Complete policing and litter pick-up to remove paper, glass, trash, undesirable materials, siltation and other accumulated debris within the hard surfaces, and landscaped areas to be maintained including, but not limited to, walkways, between and around planted areas, drains, parking lots, steps, planters, drains and catch basins shall be accomplished to ensure a neat appearance.
 - 3.4.2 Complete policing, litter pick-up, supplemental hand sweeping of parking space gutters, and other parking spaces inaccessible to power equipment shall be accomplished to ensure a neat appearance.
 - 3.4.3 Contractor shall be required to remove all trash, clippings, and any other debris which results from its maintenance services and provide for its disposal on a daily basis.

3.4.4 Litter Control - Frequency:

Litter control shall be performed twice daily Monday through Friday, and once on Saturday. First time, no later than 7:30 a.m., and a second time no later than 1:00 p.m.

3.5 WEED CONTROL:

3.5.1 Contractor shall eradicate weeds from turf and cultivated and non-cultivated areas. This will include per-emergent and/or post-emergent chemical applications to turf areas.

3.5.2 Methods for removal of weeds can incorporate one (1) or all three (3) of the following:

- Hand Removal
- Cultivation
- Chemical Eradication

3.5.3 All grass-like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds shall be kept under strict control.

3.5.4 Remove or control all weeds and grass from beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, driveways, parking lots, patios, roadways, slopes, hillsides, bare areas, and undeveloped areas, and helicopter pad.

3.5.4.1 Flower Beds - No contact weed control chemical may be used in flower beds after they are planted for the season. Appropriate mulches are encouraged but must be aesthetically compatible and not physically or chemically harmful.

3.5.5 Contractor shall apply herbicide per manufacturer's recommendation.

3.5.6 Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied at no additional cost to the County.

3.5.7 Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to the County, shall be made.

3.5.8 After complete kill all dead weeds shall be removed from areas.

3.5.9 Weed Control - Frequency:

- 3.5.9.1 Walkways, beds, planters, and landscapes shall be inspected, spot treated, and weeds removed; once each month.
- 3.5.9.2 Developed areas of the facility that have become denuded shall be maintained weed free; once each month.
- 3.5.9.3 Designated areas of a facility that are left in a natural state so that the plant's root systems are utilized to stabilize the soil, may occasionally need to be mowed or otherwise controlled to a given height for appearance or fire suppression reasons; once each month.

3.6 RAKING :

Accumulation of leaves shall be removed from all landscaped areas including but not limited to beds, parking lots, walkways, planters, and turf areas under trees and removed from facility site.

3.6.1 Raking - Frequency

- 3.6.1.1 Turf under trees; Daily.
- 3.6.1.2 Shrub beds and planters; Daily.

3.7 SHRUB PRUNING AND HEDGE TRIMMING:

- 3.7.1 Clearance: All trees shall be pruned to maintain a nine (9) foot vertical clearance for all branches over hanging walks and fourteen (14) foot vertical clearance for branches over hanging beyond curb line into the paved section of roadways. Contractor shall prune all plant materials where necessary to maintain safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.
- 3.7.2 All wounds to trees and shrubs one (1) inch in diameter or over shall be painted with an asphaltic base tree paint immediately after pruning.
- 3.7.3 Designated formal plant materials shall be trimmed to maintain formal hedges and topiary work.
- 3.7.4 Remove all clippings the same day that plant materials are pruned or trimmed.
- 3.7.5 Plant ties shall be checked frequently and either retied to prevent girdling or removed along with the stakes when no longer required.
- 3.7.6 Remove all new growth on trees up to the appropriate height clearances.

- 3.7.6.1 Groundcover: Contractor shall remove all dead, diseased and unsightly branches, vines or other growth. All groundcover areas shall be pruned to maintain a neat edge along planter box walls. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas.
- 3.7.6.2 Flower Beds: Contractor shall promptly remove and dispose of any and all diseased plants from all beds. Broken, damaged or unsightly flowers or plant parts are to be removed promptly. With such display type blooms as floribunda roses, dahlias, etc., spent blooms are to be removed as they become unsightly. Flowers in flower beds to be replaced as determined by the Project Manager.
- 3.7.6.3 Cultivation: Contractor shall cultivate beds and planter areas once every two (2) weeks or as needed to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three (3) inches. Care shall be taken so as not to disturb plant materials, or their roots, in accomplishing this operation.
- 3.7.7 Shrub Pruning and Hedge Trimming - Frequency:
 - 3.7.7.1 Pruning shrubs for safety (vehicular and pedestrian visibility and access); twice a month.
 - 3.7.7.2 Formal hedge trimming; twice a month.
 - 3.7.7.3 Groundcover thinning, twice a month.
 - 3.7.7.4 Contractor shall prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size. Restrict growth of shrubbery to area behind curbs and walk-ways and within planter beds by trimming. Under no circumstances shall hedge shears be used as a means of pruning trees.
- 3.8 IRRIGATION/OPERATION AND MAINTENANCE:
 - 3.8.1 Since water requirements by plants vary according to the season and a particular year, the Contractor shall pay extremely close attention to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed as well as the varieties shall be taken into consideration. All landscaped and turf areas shall be irrigated as required to maintain adequate

growth and appearance with a schedule most conducive to plant growth. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.

- 3.8.2 To provide adequate soil moisture, the Contractor shall consider the soil conditions, humidity, minimizing runoff, and the relationship of conditions which affect day and night watering. This may include day time watering during freezing weather to prevent icy conditions and manual operation of the irrigation system and/or hand watering with portable sprinklers during periods of windy or inclement weather. A soil probe shall be used to a depth of 12 inches to determine the water penetration by random testing of the root zones.
- 3.8.3 Watering shall be regulated to avoid interference with any use of the roadways, pavements, walks, or areas as designated for scheduled special events.
- 3.8.4 In the areas where wind creates problems of spraying water onto private property or road right-of-ways, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night or early morning hours.
- 3.8.5 Irrigation system will be controlled in such a way as not to cause any excessively wet or "waterlogged" areas which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from over-watering and run-off drowning.
- 3.8.6 New turf (up through the sixth mowing) shall be watered immediately after mowing. Well established turf shall not be watered for at least four (4) hours after mowing.
- 3.8.7 All groundcover areas shall be watered as needed to maintain a healthy condition, with appropriate care being taken not to over-water in shady areas.
- 3.8.8 Contractor shall be responsible for operation of the automatic controllers, valves, and sprinkler heads in managing the overall irrigation water delivery system of the area. All irrigation systems shall be regularly inspected and tested in accordance with the Specifications and frequencies specified herein.
- 3.8.9 Contractor shall ensure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler heads. This knowledge of

landscape irrigation systems shall include but not be limited to the operation, maintenance, adjustment and repair of said systems and their components.

- 3.8.10 The Contractor shall be responsible for the maintenance and operation of the irrigation system by performing the following tasks:
- 3.8.10.1 Setting, scheduling and monitoring all irrigation controllers.
 - 3.8.10.2 Inspecting and reporting the status of the irrigation system.
 - 3.8.10.3 Adjusting and cleaning of sprinkler heads (may require the removal of the sprinkler head for this function).
 - 3.8.10.4 Repairing or replacing, within one (1) watering cycle, all sprinkler heads with same type heads when damaged or malfunctioning due to normal wear, unusual failure, vandalism, and third-party negligence.
 - 3.8.10.5 Repairing or replacing automatic controllers.
 - 3.8.10.6 Providing all P.V.C. schedule 80 nipples, caps, plugs, elbows, couplings, etc., from the laterals to the heads due to normal wear.
 - 3.8.10.7 Providing replacements of all risers and swing joints due to normal wear, vandalism and third party negligence.
 - 3.8.10.8 Providing 1" x 1" x 1/4" inch angle iron, thirty (30) inches in length for supporting risers on slopes and in beds.
 - 3.8.10.9 Providing 1/2" worm drive bands for securing risers to stakes.
 - 3.8.10.10 Flushing irrigation pipelines following repairs and replacements.
 - 3.8.10.11 Recovering and refastening or removed valve box covers, replacement of valve box covers due to normal wear, vandalism and third party negligence.

- 3.8.10.12 Contractor shall confer with the County Contract Project Manager regarding the need for replacement or relocation of inoperable sprinkler heads. County may require Contractor, at no additional cost, to exchange inoperable with operable sprinkler head(s) to those areas within the facility identified by the County Contract Project Manager.
- 3.8.10.13 Locate and inform County Contract Project Manager of malfunctioning and/or inoperable sprinkler heads. Remove such heads and replace same with heads as provided by, and instructed by, the County Contract Project Manager.
- 3.8.10.14 Following the repair or exchange of sprinkler heads in turf areas, the sprinkler heads shall be returned to grade.
- 3.8.10.15 Repair or replacement of sprinkler heads having a one half (1/2) and three fourth (3/4) inch inlet.
- 3.8.11 Contractor is responsible for the maintenance, repair and/or replacement of the following items of the irrigation system: quick couplers, pumping systems, automatic controller repairs, remote control valves, and gate valves. County shall be responsible for backflow devices. Contractor shall notify County Contract Project Manager of any damaged or inoperable major irrigation components, indicating the problem, location, size, and type of irrigation equipment.
- 3.8.12 Replacement of all irrigation components provided by County to Contractor shall be completed within 24 hours upon receiving the component from the County.
- 3.8.13 Complete piping replacement of the irrigation system is not required by Contractor. However, the Contractor shall be responsible for the repair or replacement of leaking main and lateral irrigation lines.
- 3.8.14 Replacement of irrigation components that are identified as the Contractor's responsibility shall be completed within one watering cycle of determining damaged or inoperable irrigation component.

- 3.8.15 Replacements for the irrigation system shall be with originally specified equipment of the same size and quality or substitutes approved by the County Contract Project Manager prior to any installation thereof.

3.9 IRRIGATION SYSTEM OPERABILITY AND TESTING (Irrigation/Operation and Maintenance):

- 3.9.1 In order to insure the operability of the irrigation system, Contractor shall cycle controller(s) through each station manually and automatically check the function of all facets of the irrigation system and report any damage or incorrect operation to the County Contract Project Manager.
- 3.9.2 During the testing Contractor shall:
- 3.9.2.1 Adjust all sprinkler heads for the correct coverage, to prevent excessive runoff and/or erosion and to prevent the spread onto watering of roadways, sidewalks, hard surface areas, and private property.
 - 3.9.2.2 Unplug clogged heads and flush lines to free lines of rocks, mud, and debris.
 - 3.9.2.3 Replace or repair inoperable irrigation equipment identified as the Contractor's responsibility.
 - 3.9.2.4 All system malfunctions, damage and obstructions shall be recorded, reported to the County Contract Project Manager and corrective action taken.
 - 3.9.2.5 In addition to regular testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported.
 - 3.9.2.6 Repair or replace malfunctioning sprinkler heads within one (1) watering cycle.
 - 3.9.2.7 Correct malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification.
 - 3.9.2.8 Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the County Contract Project Manager.

- 3.9.2.9 Flushing of the irrigation lines of grit and gravel shall be done by removing the last head on each lateral and operating the system until those materials are expelled.

- 3.9.3 Watering and Irrigation System Management - Site Inspection and Reporting

- 3.9.3.1 Each week a location normally receives service, the Contractor shall check the facility for irrigation system malfunctions and hazards created by the system. A comprehensive monthly system operability check shall identify malfunctions and needs for repair. It shall also cause repairs to be initiated. This work shall be done by knowledgeable and responsible Contractor employees.
- 3.9.3.2 The Contractor shall report malfunctions, hazards, and emergencies immediately to the County Contract Project Manager.
- 3.9.3.3 If an operation cannot be thoroughly completed within the designated time frame, the County Contract Project Manager shall be immediately notified through the Contractor's communication network.
- 3.9.3.4 All Contractor's crews and supervisors working or reviewing a site shall be responsible for reporting malfunctions and mitigating and hazards.

- 3.9.4 Irrigation System Operability and Testing - Frequency

The Contractor shall provide the following in regards to the operation and maintenance of the irrigation system:

- 3.9.4.1 Inspect for operability and proper adjustment of controllers, quick couplers, valves, and sprinkler heads; once per month or more frequently if problems/conditions indicate a need.
- 3.9.4.2 Adjust and correct for coverage; once per week.
- 3.9.4.3 Repair and/or replace, as determined by the County Contract Project Manager, damaged or inoperable sprinkler heads and lines; as needed.
- 3.9.4.4 Visual inspection of systems impact on median and checking of valve boxes for safety and security purposes; once per week.

3.9.4.5 Flush irrigation pipeline after repair or replacement of irrigation components; as needed.

3.9.4.6 If an automatic irrigation system or a portion of a system malfunctions, the Contractor, when authorized by the County, shall be responsible for the manual manipulation of that system for a period of 30 days from the date of the authorization. If the system requires manual manipulation for a greater period, the County Contract Project Manager may opt to pay the Contractor additionally to continue the manual manipulation, or the County Contract Project Manager may decide to terminate the supplemental irrigation. Such work shall be considered Other Work and shall be compensated as provided in Section 4.0 (Specifications for Seasonal/Periodic Landscape Maintenance Services and Other Work), Paragraph 4.11 herein.

3.10 INTERIOR PLANTS:

Contractor shall provide and maintain interior plants specified by County Contract Project Manager. This includes, but is not limited to, watering, maintaining aesthetic quality, and replacement of plants, as needed or requested by County Contract Project Manager. Contractor shall provide all materials approved by County Contract Project Manager required to accommodate interior plants, including but not limited to, pots and protective screens.

4.0 SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

Contractor shall notify the County's Contract Project Manager in writing, along with a plan of action, at a minimum of five (5) business days prior to commencement of any Seasonal/Periodic Landscape Maintenance Services (e.g., Disease/Insect Control, Rodent Control, Vertical Mowing, etc.). County's Contract Project Manager shall review on an ongoing basis all Seasonal/Periodic Landscape Maintenance Services to be performed as specified herein. If County Contract Project Manager determines, in his sole judgement, that any frequency of service for Seasonal/Periodic Landscape Maintenance Services is not necessary, the County Contract Project Manager shall notify Contractor in writing that such particular frequency of service shall not be performed and Contractor shall not perform such frequency of service and shall have no claim whatsoever against County therefor.

Any County funds which would have been paid to Contractor pursuant to this Agreement for any such frequency of service which is not performed may, as determined in the sole discretion of County Contract Project Manager, be used for "Other Work".

For Seasonal/Periodic Landscape Maintenance Services performed under this Contract, Contractor shall prepare a separate billing for Seasonal/Periodic Landscape Maintenance Services performed during the previous calendar month. Payment shall be contingent upon County inspection and approval. Billings shall be in accordance with Exhibit B - Budget Sheet.

Reimbursement for Seasonal/Periodic Landscape Maintenance Services shall be made subsequent to receipt of a complete and correct itemized billing, as required by County, in addition to evidence of County pre-approval of services performed.

Contractor shall maintain copies of all estimates, invoices, receipts, and other records supporting all costs, the number of labor hours charged, and County's pre-approval of work performed. Failure to maintain records to support costs may result in the disallowance of those costs, as determined by County Contract Project Manager.

Notwithstanding the above written authorization, when a condition exists in which there is imminent danger of injury to the public or damage to property, County Contract Project Manager may verbally authorize the work to be performed upon receiving a verbal estimate from Contractor. However, within twenty-four (24) hours after receiving verbal authorization, Contractor shall submit a written estimate to County Contract Project Manager for written approval.

All other work shall commence on the date specified by County Contract Project Manager and Contractor shall proceed diligently to complete such work within the time allotted.

4.1 VERTICAL MOWING:

- 4.1.1 Contractor shall vertical mow to remove thatch in turf areas, to encourage healthy growth and to maintain acceptable appearance.
- 4.1.2 Care shall be taken to avoid unnecessary or excessive injury to turf grass.
- 4.1.3 Sweep or rake dislodged thatch from turf areas and removed from facility site.
- 4.1.4 Standard renovating or vertical mowing type equipment shall be used.

4.2 FERTILIZATION (Per Application):

- 4.2.1 Application of the fertilizer shall be done in sections determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.
- 4.2.2 Trees - Contractor shall apply fertilizer within the dripline to provide healthy color. Fertilizer should be inorganic and granular in form with trace elements.
- 4.2.3 Shrubs/Groundcover - Contractor shall apply fertilizer to provide a healthy color in all shrubs. Foliar feeding may be used if applicable. Fertilizer should be inorganic and granular in form with trace elements.

- 4.2.4 Turf - All turf area shall receive not less than one (1) pound of actual available nitrogen in a balance fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer shall be inorganic and granular in form with an approximate ratio of 4-1-2.

4.3 TREE CARE:

Contractor shall be responsible for the care of all trees that currently exist or will exist at the Facility. If Contractor recommends that a particular tree does not require pruning during a contract year, then County Contract Project Manager may take that recommendation into consideration. However, if County Contract Project Manager does not agree with Contractor's recommendation, then Contractor shall prune the tree. Contractor shall prune trees with the intent of developing structurally sound trees, symmetrical in appearance with the proper vertical and horizontal clearance as follows:

- 4.3.1 All trees shall be trimmed, shaped and thinned. Under no circumstances shall hedge shears be used as a means of pruning trees.
- 4.3.2 All dead and damaged branches and limbs shall be removed at the point of breaking.
- 4.3.3 All trees shall be trimmed to prevent encroachment on private property.
- 4.3.4 All trees shall be pruned to maintain a nine (9) foot vertical clearance for all branches over hanging walks and fourteen (14) foot vertical clearance for branches over hanging beyond curb line into the paved section of roadways. Contractor shall prune all plant materials where necessary to maintain safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.
- 4.3.5 Pruning Procedures:
- 4.3.6.1 Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. NEVER LEAVE SHORT STUBS. Some trees produce a corky ring of growth where a limb originates. The pruning cut shall be made toward the outside portion of the "collar". If a tree does not produce this characteristic "collar", then make the cut flush to the limb where it is growing.
- 4.3.6.2 All limbs 1 1/2" or greater in diameter shall be undercut to prevent splitting.

- 4.3.6.3 All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.
- 4.3.6.4 All cuts exceeding 1/2" shall be treated with an appropriate tree heal compound.
- 4.3.6.5 All equipment utilized shall be clean, sharp and expressly designed for tree pruning.
- 4.3.6.6 Climbing spurs shall not be used.

4.3.7 Pruning Criteria:

- 4.3.7.1 The initial step of pruning shall be the removal of all deadwood, weak, diseased, insect infested and damaged limbs.
- 4.3.7.2 All trees shall be pruned for vertical and horizontal clearance. Such clearances are nine (9) feet for pedestrian areas and walkways and fourteen (14) feet for vehicular roadways.
- 4.3.7.3 All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on twelve (12) inches or twenty (24) four inch spacing.
- 4.3.7.4 All trees shall be thinned of smaller limbs to distribute the foliage evenly.
- 4.3.7.5 All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.
- 4.3.7.6 All suckers and sprouts shall be cut flush with the trunk or limb.
- 4.3.7.7 No stubs will be permitted.
- 4.3.7.8 Contractor shall report to the County Contract Project Manager all structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage.

- 4.3.7.9 Contractor shall place special emphasis upon public safety during pruning operations, particularly when adjacent to roadways and pedestrian areas.
- 4.3.7.10 All trimmings and debris shall be removed and disposed of off-site at the end of day's work.
- 4.3.7.11 All trees which are downed by either natural or unnatural causes, shall be removed and disposed off-site. Where possible, stumps shall be removed to 12 inches below grade and wood chips and hole backfilled to grade.
- 4.3.7.12 In accordance with Fish and Game Code, Section 3503, the Contractor shall not "take, possess, or needlessly destroy the nest eggs of any bird, except as otherwise provided by this code or any regulation made pursuant thereto." In case of an accidental take, the Contractor shall contact the California Department of Fish and Game at (562) 590-5126.
- 4.3.7.13 Palm trees shall not be trimmed during the bird nesting season of April 1 through June 30 unless otherwise approved by the County Contract Project Manager.

4.3.8 Scheduled Pruning:

- 4.3.8.1 Pruning shall be scheduled and performed during the Fall (October through December) of each contract year.
- 4.3.8.2 All recommended pruning shall be scheduled and performed to all trees on the Facility.
- 4.3.8.3 Contractor shall provide, in advance, a schedule of work to be performed. Pruning schedules shall not exceed two (2) weeks. Extended periods may be allowed at the discretion of the County Contract Project Manager.
- 4.3.8.4 Rescheduling is at the discretion of the County Contract Project Manager. County Contract Project Manager shall notify Contractor at least five (5) working days prior to reschedule pruning.

- 4.3.8.5 All walkways, entrances and exits to buildings shall be clear of debris and accessible to wheelchair and ambulatory traffic in areas where pruning is being performed.
- 4.3.8.6 Parking lots and stalls shall not be blocked without prior arrangements with the County Contract Project Manager.
- 4.3.9 Staking and Tying:
 - 4.3.9.1 Contractor shall replace missing or damaged stakes where the tree diameter is less than three (3) inches.
 - 4.3.9.2 Stake in those cases where tree has been damaged and requires staking for support.
 - 4.3.9.3 Stake new trees or recently planted trees which have not previously been staked.
 - 4.3.9.4 Materials: Tree stakes, two (2) per tree, shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees and not less than ten (10) feet for fifteen (15) gallon size trees.
- 4.3.10 Criteria For Staking and Tying:
 - 4.3.10.1 Guy wires where required and plant ties will be of pliable, zinc-coated ten (10) gauge wire (two (2) ties per tree).
 - 4.3.10.2 Hose for covering wire shall be either new or used garden hose at least one-half (1/2) inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).
 - 4.3.10.3 Stakes will be placed eight (8) inches from the trunk of the tree.
 - 4.3.10.4 Stakes and ties will be placed so no chafing of bark occurs.

- 4.3.10.5 Damaged trees shall be staked and tied within twenty-four (24) hours of identification of damage by Contractor or of County or the public's notification to Contractor. Replacement stakes or new staking shall be completed within five (5) days.

4.4 RODENT CONTROL:

Contractor shall maintain all areas free of rodents including but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, groundcover, trees and irrigation systems.

4.5 TURF RESEEDING:

4.5.1 Contractor shall, in the fall, overseed all turf areas after aerification. The Contractor shall aerify, renovate or verticut, seed, and mulch (spread evenly over the entire area to a uniform depth of 1/4 inch) in sequence. The County Contract Project Manager may require the use of sod when deemed necessary. The Contractor shall be entitled to additional compensation for the cost of the sod only provided loss of turf was not due to Contractor negligence.

4.5.2 Areas to be overseeded will be seeded utilizing blends or mixtures at the rate of application as required to maintain a good appearance.

4.5.3 Personnel used for overseeding shall not be part of the Routine Landscape Maintenance Services crew.

4.5.4 Contractor shall overseed all damaged, vandalized or bare areas to re-establish turf to an acceptable quality compatible to that of existing turf.

4.5.5 Overseeding must commence no later than October 1 and be completed within three (3) weeks of commencement.

4.6 RENOVATION-TURF:

4.6.1 Contractor shall renovate turf to the soil line and remove all excessive thatch.

4.6.2 After thatch is removed and upon completion of turf renovation, all turf areas shall be over seeded, mulched and watered.

4.6.3 Areas to be over seeded will be seeded utilizing blends or mixtures at the rate application as required to maintain a good appearance.

- 4.6.4 Mulch shall be spread evenly over the entire area to a uniform depth.

4.7 DISEASE/INSECT CONTROL:

- 4.7.1 Contractor shall maintain all landscape areas free of disease and insects that could cause damage to plant materials including but not limited to trees, shrubs, groundcover and turf.
- 4.7.2 The County Contract Project Manager shall be notified immediately of any disease, insects or unusual conditions that may develop.
- 4.7.3 A disease and insect control program to prevent all common diseases and insects from causing serious damage shall be provided on an as needed basis. Disease control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

4.8 GENERAL

4.8.1 Plant Materials:

Plant materials shall conform to the requirements of the landscape plan of the area and to "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plants of record and specification should be consulted to ensure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects. Substitutions may be allowed but only with prior written approval by the County Contract Project Manager.

- 4.8.2 Nomenclature: Plant names used in the landscape plan are to conform to the "Standardized Plant Names" by the American Joint Committee on Horticultural Nomenclature. In those cases not covered therein, the custom of the nursery trade will be followed.

- 4.8.3 Quality: Plants shall be sound, healthy, vigorous, free from plant disease, insect pest or their eggs, shall have healthy normal root systems, comply with all State and local regulations governing these matters, and be free from any noxious weeds.

- 4.8.4 All trees shall be measured six (6) inches above the ground surface.

- 4.8.5 Where caliper or other dimensions of any plant material are omitted from the "Standardized Plant Name List", it shall be understood that these plant materials shall be normal stock for the type listed, and must be sturdy enough to stand safely without staking.

- 4.8.6 All shrubs shall be guaranteed to live and remain in healthy condition for no less than 30 days from the date of acceptance of the job by the County Contract Project Manager.
- 4.8.7 Shape and Form: Plant materials shall be symmetrical, and/or typical for variety and species and conform to measurements specified in the "Standardized Plant Name List".
- 4.8.8 All trees permanently damaged by any means will be replaced with the identical species of tree existing previously, unless otherwise notified in writing by the County Contract Project Manager. Size of the replacement shall be of like size not to exceed twenty-four (24) inch box specimen container size. The need for and the size of replacement will be determined by the County Contract Project Manager.
- 4.8.9 All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the County Contract Project Manager.

4.9 OTHER WORK

County Contract Project Manager may, in his sole discretion, authorize the Contractor to perform landscape-related Other Work assuming surplus funds from Seasonal/Periodic Landscaping Maintenance Services Paragraph 4.0 above exist, when the need for such work arises out of extraordinary incidents, such as vandalism, acts of God, and third party negligence; or when such work is necessary for requested improvements in order to add new, modify existing, or refurbish existing, landscaping and/or irrigation systems.

Any such work not provided for elsewhere in this Agreement and authorized in writing by the Chief Executive Officer and performed by Contractor shall be considered Other Work for which the Contractor shall receive additional compensation.

PRIOR TO PERFORMING ANY OTHER WORK, Contractor shall prepare and submit a written description of the Other Work with an estimate of the cost to complete the work. No work shall commence without the written authorization from the Chief Executive Officer.

The written estimate to perform Other Work shall include: (1) the number of hours to complete the work, (2) the cost for labor based upon the hourly rate listed below (these rates shall include all overhead and profit), and (3) the wholesale cost of materials, if any. In the event Contractor's written estimate is not approved, then County reserves the right to perform such work with County personnel or contract with a third party to perform such work.

When a condition exist where there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Manager for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit

an invoice to County's Project Manager within five (5) working days after completion of the work.

Contractor shall maintain copies of all estimates, invoices, receipts, and other records supporting all costs for, and the number of labor hours charged to, approved Other Work. Failure to maintain records to support Other Work costs may result in the disallowance of those costs, as determined by Chief Executive Officer.

Notwithstanding the above written authorization, when a condition exists in which there is imminent danger of injury to the public or damage to property, Chief Executive Officer may verbally authorize the work to be performed upon receiving a verbal estimate from Contractor. The verbal estimate will be an all inclusive amount which includes tax, materials, labor, etc. Within twenty-four (24) hours after receiving verbal authorization, Contractor shall submit a written estimate to Chief Executive Officer for written approval.

All Other Work shall commence on the date specified by Chief Executive Officer and Contractor shall proceed diligently to complete such work within the time allotted.

5.0 ADDITION/DELETION OF SPECIFIC TASKS AND/OR WORK HOURS

Facilities, work force, and/or work hours may be added or deleted during the Contract term upon at least a five (5) calendar day written notice by County.

5.1 Facilities may be added to the Contract at an amount agreed between County and Contractor at the time of adding the facility. The amount agreed upon shall be consistent with Contractor's costs for existing services for similar facilities.

5.2 The scope of services to be performed under this Agreement may be reduced with regards to any County facility or portion thereof, upon County's vacating such facility, or portion thereof. County will notify Contractor, in writing, at least five (5) calendar days prior to the effective date of the reduction. Payment adjustments shall be made to reflect such reduction of services. Such payment adjustments shall be made on a pro-rata basis commensurate with the percentage of reduction of services. County shall determine percentage of reduction.

5.3 The scope of services may also be reduced with regards to the hours and/or days of operation at any County facility covered by the Agreement. Payment adjustments, as applicable, shall be made to reflect such service reduction. Partial month payment will be calculated as follows: monthly cost divided by number of work days in the month times actual days worked.

- 5.4 For any change which affects the scope of work, or any other term or condition an amendment to the Agreement shall be prepared and executed by the County's Board of Supervisors and Contractor, except for the following:

5.4.1 Director or his authorized designee, is authorized to execute and approve amendments in the form of Change Notices which may add and/or delete facilities, hours, staffing or unexpected expenses. Such Change Notice, may result in a Contract Sum decrease, all of which is subject to review and approval by County Counsel, Chief Administrative Office and notification to the Board.

6.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Manager for review. The plan shall include, but may not be limited to the following:

- 6.1 Method of monitoring to ensure that Contract requirements are being met;
- 6.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

7.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8.0, Terms and Conditions, Sub-paragraph 8.16, County's Quality Assurance Plan.

7.1 Monthly Meetings

Contractor is required to attend a scheduled monthly meeting. Failure to attend will cause an assessment of fifty dollars (\$50.00).

7.2 Contract Discrepancy Report (Technical Exhibit 1)

Verbal notification of a Contract discrepancy will be made to the Contract Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Manager will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to the County Contract Project Manager within ten (10) workdays.

7.2.1 Contractor performance shall be inspected each calendar month. County may use a variety of inspection methods to evaluate Contractor's performance. Methods of monitoring that may be used are one hundred (100) percent inspection of output items for routine landscape maintenance services at randomly sampled times. Contract Project Manager shall use a County Monitoring Checklist to carry out one hundred (100) percent inspections of Contractor on a random basis. During these inspections, the Contract Program Manager will complete County Monitoring Checklist on a weekly basis and determine each calendar month if Contractor has achieved at least eighty (80) percent of the total points possible for routine landscape maintenance services performed.

7.2.2 Criteria For Acceptable and Unacceptable Performance

Performance of the listed services to be inspected weekly is considered acceptable when Contractor has achieved at least (80%) eighty percent of the total points possible for routine landscape maintenance services performed. When the performance is unacceptable, the Contract Project Manager shall complete a Contract Discrepancy Report (CDR). The CDR requires Contractor to explain in writing why performance was unacceptable, how performance shall be returned to an acceptable level, and how recurrence of the problem shall be prevented. Unacceptable service performance may result in Unsatisfactory Performance Deduction(s) as described in Paragraph 7.2.3 below. The County Contract Project Manager shall evaluate Contractor's explanation on the CDR, and if the County Contract Project Manager determines, in his sole discretion, that the particular defective performance for the particular service was caused by accident, strike, or similar occurrence beyond the control and without the fault or negligence of Contractor, then the County Contract Project Manager may decline to assess the Unsatisfactory Performance Deduction.

7.2.3 Unsatisfactory Performance Deductions

A point system shall be used to determine the amount of Unsatisfactory Performance deductions to be assessed when performance is less than the Acceptable Quality Level. The primary method shall be used for determining the monthly level of service provided will be regular inspections utilizing a County Monitoring Checklist. Unsatisfactory performance shall be based upon the overall level of service provided each calendar month. The Acceptable Quality Level for each month shall be eighty (80%) percent of the maximum number of points available according to the Monitoring Checklist, and shall be determined by taking the average of Contractor's weekly scores (i.e., adding the weekly Monitoring Checklist scores and dividing the total by the number of

Monitoring Checklists for that month). When performance is less than acceptable level, Contractor shall be assessed One Hundred Fifty Dollars (\$150) for unsatisfactory performance. When deficiencies occur, a follow-up inspection will be made at the end of one week. If, upon the follow-up inspection, an overall eighty percent is not achieved, an additional deduction of One Hundred Fifty Dollars (\$150) shall be assessed. This follow-up inspection and One Hundred Fifty Dollar (\$150) deduction process shall occur weekly until the deficiencies are corrected as described above. In no case, however, shall the unsatisfactory performance deduction for any individual required service listed in the PRS chart to this exhibit exceed the percentage indicated in the PRS chart.

7.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

8.0 DEFINITIONS

Acceptable Quality Level (AQL)

A measure of variance from the standard performance (100%). The AQL represents maximum allowable monthly deviations from the standard before financial deductions are initiated. An AQL does not imply that Contractor may knowingly perform unsatisfactorily. However, County recognizes that less than 100% performance may sometimes occur. Failure to meet the AQL shall result in a deduction from Contractor's monthly reimbursement.

Annual Fixed Reimbursement Amount

The Annual Fixed Reimbursement Amount is the fixed and guaranteed contract price which shall be based on the total costs for providing all routine landscape maintenance services. The proposed monthly charge per calendar month to County for all routine landscape maintenance services shall be calculated by dividing Contractor's Annual Fixed Reimbursement Amount by (12) twelve. This monthly charge shall be referred to as the Basic Monthly Charge and may not include adjustments for inflation other than those described in subsection 3 below. The Annual Fixed Reimbursement Amount (less depreciation, any equipment installation costs, and start-up costs) may be adjusted by County at the end of each Contract Year, as indicated in the Inflation Adjustments and Contractor's Future Contract Year Budgets.

Basic Monthly Charge

The monthly charge per calendar month to County for all routine landscape maintenance services. This charge shall be calculated by dividing Contractor's Annual Fixed Reimbursement Amount by (12) twelve. This monthly charge shall be referred to as the Basic Monthly Charge and may not include adjustments for inflation.

County Contract Project Manager

That County officer or employee responsible for coordinating County responsibilities and interfacing with Contractor in the daily performance of the contract. This person might also perform the duties of the QAE.

Contract Discrepancy Report ("CDR")

A report used by Contract Monitors to record discrepancies or problems with a Contractor's performance with provisions of a contract. A copy of the CDR is provided to a Contractor for response and corrective action as necessary.

Quality Assurance Evaluator (QAE)

County officer or employee responsible for County's monitoring of the contract.

County Contract Project Monitor

The facility administrative officer or employee responsible for all actions required to monitor any resultant contract, or his/her duly authorized designee. This person might also perform the duties of the QAE and County Contract Project Manager.

Contractor Project Manager

Employee of Contractor who is responsible for overall management and coordination of any resultant contract.

Contract Start Date

Date Contractor begins work (start of the basic contract period) in accordance with the terms of any resultant contract.

County Facility

Refers to County facility where services will be rendered.

Director

County's Director of Health Services, or his duly authorized designee.

County Project Director

Facilities' authorized designee, i.e., the facilities' Chief Executive Officer, Medical Center's Administrator, Chief Operating Officer.

Other Work

Work which is requested by the County's Contract Project Manager in writing and which arises out of extraordinary incidents, such as vandalism, acts of God, and third party negligence, or which consists of requested improvement.

Performance Requirements Summary (PRS)

Identifies certain service indicators of the contract that will be evaluated by County to assure that contract performance standards are met by Contractor.

Quality Assurance Monitoring Plan - (OAMP).

The monitoring plan developed by County, specifically for this contract, to monitor compliance with the contract. Certain elements of the monitoring plan are listed in Technical Exhibit 2.

Quality Control Plan

All necessary measures taken by Contractor to assure that the quality of service will meet the contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to all requirements set forth in Exhibit A (Statement of Work).

Routine Landscape Maintenance Services

Landscape maintenance services which are performed on a regular basis (i.e., mowing, edging, irrigation, etc.).

Seasonal/Periodic Landscape Maintenance Service

Landscape Maintenance services which are performed during a specified time or part of the year (e.g., winter, spring, summer, fall) or which are performed intermittently (e.g., disease control, renovation of turf, and reseeding).

Workday

Throughout this Performance Work Statement, workday means eight (8) hours per day, Monday through Friday, between the hours of 6:00 a.m. and 6 p.m., and Saturday, between the hours of 6:00 a.m. and 11:00 a.m., except for County observed Holidays, though Contractor may elect to provide additional coverage, e.g., weekends at no additional cost to the County. Eight (8) hours constitutes a legal day's work.

9.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

9.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract. Specific duties will include:

9.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

- 9.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 9.1.3 Preparing Change Notices in accordance with the Contract, Paragraph 8.0, Terms and Conditions, Sub-paragraph 8.4 Change Notices and Amendments.

9.2 Furnished Items

If available, County may provide space for storage at each facility for use by Contractor. Such use shall be only for the purpose of storing equipment and materials required for the performance of services hereunder. Contractor is prohibited from use of such space for purposes other than for the performance of any resultant contract.

CONTRACTOR

9.3 Project Manager

- 9.3.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.
- 9.3.2 Project Manager shall act as a central point of contact with the County. Project Manager shall demonstrate previous experience in the management of work requirements for facilities similar in size and complexity.
- 9.3.3 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract including but not limited to emergency service. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.
- 9.3.4 Emergency service response time is expected within thirty (30) minutes of contact by County's Contract Project Manager.

9.4 Personnel

- 9.4.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 9.4.2 All employees hired by Contractor and assigned to a County facility site shall undergo a physical examination at Contractor's expense before commencing services. Such pre-employment physical examination shall be completed prior to the initiation of employment and shall include at least the following: TB Screening - A two (2) step Mantoux PPD skin test must be initiated if employee is

negative by history (pregnancy and BCG vaccination is not a contradiction for PPD skin test). A chest x-ray will be required if the employee is skin-test positive by history.

- **Immunizations**

Each employee shall show proof of current immunizations for the following diseases; measles, mumps, rubella, diphtheria, tetanus, record of varicella (chickenpox) history, (if history is unclear, recommend varicella titer to check immune status).

- **Hepatitis B**

Employee must be offered Hepatitis B vaccine. Employees who decline the vaccine must sign a waiver declining the test for specified reasons. Contractor shall provide employee with post-vaccine lab tests to show evidence of sero-conversion.

- **Annual Physical Examinations**

Employees shall undergo a physical examination annually at the expense of Contractor. The physical examination is to include TB screening and a review of immunizations (if necessary). Contractor shall provide the County Contract Manager a copy of the results of the physical examinations. Contractor shall provide Administrator with written certification from a licensed medical provider that each of its employees who performs services hereunder is free from contagious disease, has been immunized against common communicable diseases, and is physically capable to perform such services. Contractor shall have a plan for post exposure follow up of employees exposed to communicable diseases. The plan must be reviewed and approved by hospital Infection Control.

9.4.3 Medical records shall be made available for review upon the request of the County Contract Manager.

9.4.4 All Contractor's Employees on each shift must be able to communicate with their supervisory personnel.

9.4.5 Contractor must provide County Contract Manager or his designee with a current list of employees including supervisors providing services at Harbor-UCLA with each monthly service invoice. This monthly listing should also include the total number of hours worked per employee. Contractor shall provide a more detailed listing of employees quarterly which shall include each employee's name, date of employment, date of birth, current address, phone number and the date of latest physical examination. Contractor must keep this list updated.

9.4.6 The use or possession of alcoholic beverages or illegal drugs by Contractor personnel while at Harbor-UCLA is strictly prohibited. Any violation shall be cause for immediate removal of the offenders by Contractor from further work at Harbor-UCLA.

- 9.4.7 Smoking is prohibited in all of County facility buildings, except in the designated areas as approved by County contract coordinator.
- 9.4.8 Contractor's employees may not bring any type of weapons or unlawful goods onto County facilities.
- 9.4.9 During the time that Contractor's employees or agents are at Harbor-UCLA, such persons shall be subject to the facility's rules, regulations, and procedures, including, but not limited to, entry and exit procedures, emergency procedures, and appropriate contacts with patients. Contractor shall instruct such persons who are to provide services on such rules, regulations, and procedures and to maintain records of such instruction. Contractor shall take immediate corrective action upon receipt of written and/or verbal notice from County Contract Coordinator or his designee that: (1) any such employee has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of health care services. In the event that County Contract Coordinator decides that the corrective action taken by Contractor is not sufficient, then Contractor, at request of Contract Coordinator shall remove or suspend such employee from the provision of services hereunder.

9.5 Uniforms/Identification Badges

- 9.5.1 Contractor employees assigned to Harbor-UCLA shall wear an appropriate uniform at all times. Uniform to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.
- 9.5.2 Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on County designated property.

9.6 Training

- 9.6.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 9.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

9.7 Contractor's Office

9.7.1 Contractor shall maintain an office at some fixed place located in the Los Angeles Metropolitan Area with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service or paging device within thirty (30) minutes of receipt of the call.

9.7.2 The Contractor shall maintain a written log of all complaints, the date, time, and the action taken or reason for the non-action. The log of complaints shall be open to the inspection by the County's Contract Project Manager at all reasonable times.

9.8 Materials and Equipment

The purchase of all labor, materials, supplies and equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee. All uniforms and equipment must be maintained in good operating condition and in good appearance.

9.8.1 Facility Alterations/Repairs

Contractor will describe County facility alterations/repairs, if any, necessary to support Contractor's services hereunder. Such description shall include a detailed statement of any alteration/repair costs. Prior to the commencement of any such alteration/repair, Contractor will obtain prior written approval of the plans and specifications for such alteration/repair from the County's Contract Project Manager and the Director of County's Internal Services Department (ISD); the Director of ISD may condition his approval upon the posting of such performance and labor and material bonds (with County named as an additional obligee) as will assure the satisfactory and timely completion of the proposed alteration/repair. Contractor will obtain the appropriate building permits to commence work. In the event that the proposal includes or may result in any alteration/repair of a County facility where the estimated cost of such alteration/repair, including labor and material, exceeds \$10,000, then the alteration/repair may be subject to, the competitive bidding requirements of State law. The financing and performance of any alteration/repair of any County property will be subject to the provisions of the State constitution, statutes (including, but not limited to applicable prevailing wage hour provisions of the California Labor Code), and regulations and County ordinances as well as the prior written approval of the County's Contract Project Manager and the Director of ISD. Any alteration, modification or repair of County premises shall become County property, or County may require

Contractor, at Contractor's expense, to restore County premises to the condition as existed prior to any such alteration, modification, or repair.

If, by mutual agreement of Contractor and County's Contract Project Manager, County performs any alterations or repairs, or incurs any costs other than through Contractor's fees regarding the financing or performance of any such alterations or repairs, then Contractor shall reimburse County for all such costs or Director may deduct such costs from any amounts due to Contractor from County.

9.8.2 Inventory

Prior to the commencement of any resultant contract, County Contract Coordinator and Contractor's authorized representative shall inventory and prepare in writing a complete list of all County equipment being provided to Contractor. For each such item, such written inventory shall indicate the specific condition as mutually agreed between the parties.

At the expiration or prior termination of any resultant contract, another County facility's equipment and personal property inventory shall be prepared in writing by County Contract Coordinator and Contractor representative. Contractor shall return to County the same quantity and quality of items as specified in the beginning inventory less consideration for normal wear and tear as determined by County's Contract Project Manager. Contractor shall also return to County any other equipment or personal property which may have been provided to Contractor by County, subsequent to the initial inventory, in the same quantity and quality as provided, as determined by County Contract Coordinator, less consideration for normal wear and tear as determined by County. At the expiration or prior termination of any resultant contract, Contractor shall reimburse County, at a reasonable cost to be determined by County Contract Coordinator, for any missing or damaged County equipment and other personal property or County's Contract Project Manager at his/her option, may deduct such costs from any amounts due to Contractor from County.

Within 30 days of commencement of service Contractor and County shall develop inventory records of all equipment/property leased or purchased by Contractor or received by Contractor from County for the performance of landscape maintenance services. These records shall contain information as required by County's Contract Project Manager. Contractor shall update the inventory records quarterly for additional equipment/property placed into service or salvaged and provide such updates to County Contract Coordinator. Contractor, and County Contract Coordinator shall conduct an annual physical inventory of such equipment and property as described in this Section.

When available, the use of storage areas shall be only for the purpose of storing equipment and materials required for the landscape maintenance services provided at each County facility. Contractor shall reimburse County for all costs incurred by County, as determined by the County's Contract Project Manager for, or connected with, the repair or replacement of any County-supplied inventory or other County property which County's Contract Project Manager determines has been destroyed, damaged or rendered unusable by or through any act or omission, whether intentional, negligent or otherwise, of Contractor, its employees, or agents.

10.0 HOURS/DAY OF WORK

Contractor shall generally provide services between the hours of 6:00 a.m. to 6:00 p.m., Monday through Friday, and 6 a.m. to 11 a.m. on Saturday, except for County observed Holidays. Contractor may elect to provide additional coverage at no additional cost to the County. County Project Director will provide the Contractor a list of County-recognized holidays.

11.0 WORK SCHEDULES

11.1 Contractor shall submit for review and approval a work schedule for each facility to the County Project Director within ten (10) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

11.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County's Contract Project Manager for review and approval within five (5) working days prior to scheduled time for work.

12.0 SPECIFIC WORK REQUIREMENTS

Specific tasks, and how and when they are to be performed are identified in Exhibit A (Statement of Work). The Technical Exhibits attached hereto, identify the areas to be inspected for determining Unsatisfactory Performance Deductions.

12.1 AB939 County Diversion Requirements

The California Integrated Waste Management Act of 1989 (AB939) requires that all cities and counties in the State of California divert materials going to landfill by 50 percent by the Year 2000. According to this mandate, all contractors handling landscape materials for the County shall be required to divert all landscape materials from landfills and co-generation facilities. Landscape materials utilized for co-generation or daily landfill cover may not qualify for diversion credit. Therefore, this may not be an acceptable method of diversion for this material. Contractor shall be required to seek "recycling" alternatives for these organic, biodegradable, landscape materials.

The Contractor shall be required to arrange for the chipping and transport of all landscape materials to their selected processor with all cost to be borne by the Contractor.

In addition, the Contractor shall provide proof of delivery of the material and weight tickets (from an approved public or private scale), or a signed statement of verification that all above AB939 requirements have been met.

12.2 National Pollutant Discharge Elimination System

The Contractor shall not allow any debris from its operations under this Contract to be deposited into the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES).

13.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When the Contractor's performance does not conform with the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.
- Consumer complaints may be used by County as a monitoring method to measure consumer satisfaction with Contractor's services.

This section does not preclude the County's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Paragraph 8.0, Terms and Conditions, Sub-paragraph 8.41, Termination for Convenience.

14.0 EXEMPTIONS TO THE STATEMENT OF WORK:

Contractor shall be exempt from providing landscape maintenance services to areas immediately surrounding the Children's Institute International Burton E. Green Center, Imaging Center, Professional Building, Saint John's Cardiovascular Research Center, and Walter P. Martin Research Center buildings.

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TECHNICAL EXHIBITS

ROUTINE LANDSCAPE MAINTENANCE SERVICES CONTRACT DISCREPANCY REPORT

(S A M P L E)

INSPECTION DATE: _____

AREAS INSPECTED: _____

Instructions: Columns A and B list certain required Agreement Services and the service standards to measure performance. Column C contains the maximum number of points that can be earned for each service standard.

County's monitor shall inspect County's landscape areas to be maintained under the Agreement. Enter in Column D the number of points earned that best reflects the quality of completed work for each respective standard.

The maximum number of points that can be earned for all standards is 35; Contractor must earn at least the Acceptable Quality Level(AQL) of 28 points to be in compliance ($AQL = 35 \times 80\% = 28$).

The facility may assess Contractor an Unsatisfactory Performance Deduction, for each point below the AQL.

A.	B.	C.	D.	E.
REQUIRED SERVICE	SERVICE STANDARD (S)	MAX. PTS	POINTS EARNED	PT. CRITERIA
Mowing	1. Evenly mowed without scalping;	3	3	ss 1 met
	2. All grass clippings collected and removed on same day; and	1	0	ss 2 met
	3. Walkway cleaned after mowing.	<u>1</u>	<u>1</u>	ss 3 met
	Total	5	4	

**ROUTINE LANDSCAPE MAINTENANCE SERVICES
CONTRACT DISCREPANCY REPORT**

(S A M P L E)

INSPECTION DATE: _____

AREAS INSPECTED: _____

A.	B.	C.	D.	E.
REQUIRED SERVICE	SERVICE STANDARD (S)	MAX. PTS	POINTS EARNED	PT. CRITERIA
Edging	1. Turf edges uniformly edged;	2	2	ss 1 met
	2. Flower beds and ground cover areas are free of grass invasions;	1	0	ss 2 met
	3. Turf around sprinklers, valve boxes, meter boxes trimmed; and	1	0	ss 3 met
	4. Grass growth limited to 18 Inches from trunks of trees and shrubs.	1	0	ss 4 met
	Total	5	2	
Litter Control	1. Litter free landscaped areas.	5	4	ss 1 met
	Total	5	4	
Weed Control	1. Walkways and driveways free from weeds;	2	2	ss 1 met
	2. Parking lots free from weeds; and	1	0	ss 2 met
	3. Planters/flower beds free from weeds.	2	0	ss 3 met
	Total	5	2	
Raking	1. Turf raked of accumulated leaves;	3	3	ss 1 met
	2. Planters/flower beds raked of accumulated leaves; and	1	0	ss 2 met
	3. Raked leaves removed.	1	1	ss 3 met
	Total	5	4	

**ROUTINE LANDSCAPE MAINTENANCE SERVICES
CONTRACT DISCREPANCY REPORT**

(S A M P L E)

INSPECTION DATE: _____

AREAS INSPECTED: _____

A.	B.	C.	D.	E.
REQUIRED SERVICE	SERVICE STANDARD (S)	MAX. PTS	POINTS EARNED	PT. CRITERIA
Pruning/ Trimming	1. Seven foot vertical clearance of all branches overhanging walks;	1	1	ss 1 met
	2. 14 foot vertical clearance for branches overhanging beyond roadway curbs;	1	1	ss 2 met
	3. Trimming wounds inch and over painted after trimming;	1	1	ss 3 met
	4. Clippings from pruned/trimmed trees/ shrubs are removed when work is completed;	1	1	ss 4 met
	5. Dead, diseased, and unsightly branches, vines, plants or other growth removed.	1	0	ss 5 met
	Total	5	4	
Irrigation/ Operation and Maintenance	1. All landscaped areas properly watered - no dry areas;	2	2	ss 1 met
	2. Irrigation system operational; and	2	1	ss 2 met
	3. No excessive water runoff.	1	1	ss 3 met
	Total	5	4	

**ROUTINE LANDSCAPE MAINTENANCE SERVICES
CONTRACT DISCREPANCY REPORT**

(S A M P L E)

INSPECTION DATE: _____

AREAS INSPECTED: _____

Instructions: Complete lines 1, 3, and 5 by following the formula outlined in the table below to determine if Contractor's performance is below the AQL and subject to Unsatisfactory performance Deductions.

1	Total Points Earned	26
2	Less: AQL Points	(28)
3	Points Subject To Unsatisfactory Performance Deduction (Line 1 minus Line 2)	2
4	Unsatisfactory Performance Deduction For Each Point Below The AQL	\$150.00
5	Total Dollar Unsatisfactory Performance Deduction Fees (Line 3 Times Line 4)	\$300.00

Note: If calculation of Line 1 minus Line 2 results in a positive number, enter "zero" in Line 3, otherwise enter the negative number.

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS:

Signature of County Representative: _____

Date: _____

CONTRACTOR RESPONSE: (Cause and Corrective Action):

Signature of County Representative: _____

Date: _____

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

Signature of County Representative: _____

Date: _____

COUNTY ACTIONS:

CONTRACTOR NOTIFIED OF ACTION:

Signature of County Representative: _____

Date: _____

Signature of County Representative: _____

Date: _____

PERFORMANCE REQUIREMENTS SUMMARY(PRS) CHART
ROUTINE LANDSCAPE MAINTENANCE SERVICES
S A M P L E

REQUIRED SERVICE	SERVICE INDICATOR	SERVICE STANDARDS	ACCEPTABLE QUALITY LEVEL	COUNTY METHOD OF MONITORING	UNSATISFACTORY PERFORMANCE DEDUCTION FROM BASIC MONTHLY
1. Mowing	Evenly mowed	See Exhibit A (Performance Work Statement) and Exhibit G (Specifications)	*	Periodic 100 percent inspection by use of a Monitoring Checklist; Consumer Complaints	**
2. Edging	Landscaped areas edged	Same as above	*	Same as above	**
3. Litter Control	Litter free landscaped areas	Same as above	*	Same as above	**
4. Weed Control	Weeds eliminated from cultivated and non-cultivated areas	Same as above	*	Same as above	**
5. Raking	Absence of leaves and debris from landscaped areas.	Same as above	*	Same as above	**
6. Pruning/Trimming	Hedges trimmed, trees pruned and trimmed to appropriate shape and height	Same as above	*	Same as above	**
7. Irrigation/Operation and Maintenance	Properly working irrigation system, no excessive runoff; no dry areas	Same as above	*	Same as above	**

* The Acceptable Quality Level of service for each calendar month shall be 80% of the maximum points available per calendar month according to the Monitoring Checklist.

** Contractor may be assessed One Hundred and Fifty Dollars (\$150) for unsatisfactory performance for each point per calendar month below the Acceptable Quality Level.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2000-1

ISSUE DATE: February 22, 2000

EXPIRATION DATE OF DETERMINATION: April 1, 2000~ Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Employer Payments			Straight-Time Hours	Total Hourly Rate	Overtime 1 1/2X
				Vacation	Holiday	Training			
Imperial	\$5.75	-	-	^a 0.115	0.17	-	8	^b 6.035	^b 8.91
Inyo, Mono and San Bernardino	5.75	-	-	0.30	0.17	-	8	6.22	9.095
Kern	5.75	-	-	^c 0.16	0.17	-	8	^b 6.08	^b 8.955
Los Angeles	10.00	-	-	^d 0.27	0.46	-	8	^b 10.73	^b 15.73
Orange	5.75	0.89	-	^e 0.115	0.14	-	8	6.895	^b 9.77
Riverside	5.75	-	-	^f 0.11	0.11	-	8	^b 5.97	^b 8.845
	5.75	-	-	^g 0.20	0.16	-	8	^b 6.11	^b 8.985
San Diego	5.75	-	-	0.22	0.115	-	8	6.085	8.96
	6.25	-	-	0.24	0.12	-	8	6.61	9.735
San Luis Obispo	7.50	-	-	^k 0.15	0.15	-	8	7.80	11.55
	8.00	-	-	^l 0.16	0.16	-	8	8.32	12.32
Santa Barbara	6.00	-	-	^h 0.12	0.12	-	8	^b 6.24	^b 9.24
	7.00	-	-	ⁱ 0.13	0.13	-	8	^b 7.26	^b 10.76
Ventura	5.75	-	-	0.115	0.16	-	8	6.025	8.90
	7.00	2.97	-	^j 0.19	0.26	-	8	^b 10.42	^b 13.92

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

^a \$0.22 after 3 years of service.

^b Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.

^c \$0.31 after 2 years of service.

^d \$0.54 after 2 years of service; \$0.81 after 3 years of service.

^e \$0.24 after 3 years of service; \$0.37 after 7 years of service.

^f \$0.22 after 4 years of service.

^g \$0.40 after 3 years of service.

^h \$0.23 after 2 years of service.

ⁱ \$0.27 after 2 years of service.

^j \$0.38 after 3 years of service.

^k \$0.29 after 2 years of service.

^l \$0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage Unit at (415) 703-4774.

NOTE: ANY COUNTY OF LOS ANGELES CONTRACTOR SUBMITTING A PROPOSAL FOR LANDSCAPE MAINTENANCE SERVICES WHO DOES NOT FALL UNDER THE LIVING WAGE ORDINANCE MUST PAY THEIR EMPLOYEES THE PREVAILING WAGE.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LANDSCAPE OPERATING ENGINEER

DETERMINATION: SC-63-12-33-2005-1

ISSUE DATE: February 22, 2005

EXPIRATION DATE OF DETERMINATION: September 30, 2005** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

CLASSIFICATION (JOURNEYPERSON)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Sunday	Holiday
	Hourly Rate	and Welfare		and Holiday				Hourly Rate	1 1/2X	2X	3X
<u>Landscape Operating Engineer</u>											
Backhoe Operators											
Forklifts-Tree Planting Equipment (jobsite)											
HDR Welder-Landscape, Irrigation, Operating Engineers' Equipment											
Roller Operators											
Rubber-tired & Track Earthmoving Equipment											
Skiploader Operators											
Trencher-31 horsepower and up	\$23.76	7.40	3.75	*2.75	0.65	0.05	8	38.36	50.24 ^b	62.12	85.88 ^c

Indicates an apprenticeable craft. Rates for apprentices are available in the General Prevailing Wage Apprentice Schedules.

^a Includes an amount per hour worked for supplemental dues.

^b Rate applies to the first four overtime hours daily and the first twelve hours on Saturday. Thereafter use the Sunday overtime rate.

^c All work performed on a dewatering operation on holidays and all other work on holidays except Labor Day and the 1st Saturday following the 1st Friday in the months of June and December is paid at Sunday rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LANDSCAPE/IRRIGATION LABORER/TENDER

DETERMINATION: SC-102-X-14-2004-2

ISSUE DATE: August 22, 2004

EXPIRATION DATE OF DETERMINATION: July 31, 2005** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.

CLASSIFICATION (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily ^b 1 1/2X	Saturday ^b 1 1/2X	Sunday/ Holiday 2X
Landscape/Irrigation Laborer	\$20.55	\$4.15	\$4.95	\$2.76 ^a	\$.26	\$.27	8	\$32.94	\$43.215	\$43.215	\$53.49
Landscape Hydro Seeder	\$21.65	\$4.15	\$4.95	\$2.76 ^a	\$.26	\$.27	8	\$34.04	\$44.865	\$44.865	\$55.69

DETERMINATION: SC-102-X-14-2004-2A

ISSUE DATE: August 22, 2004

EXPIRATION DATE OF DETERMINATION: July 31, 2005** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774.

Landscape/Irrigation Tender ^c	\$10.00	\$2.85	--	\$0.51 ^a	--	\$0.21	8	\$13.57	\$18.57	\$18.57	\$23.57
--	---------	--------	----	---------------------	----	--------	---	---------	---------	---------	---------

Indicates an apprenticeable craft. Rates for apprentices are available in the General Prevailing Wage Apprenticeship Schedules.

^a Includes an amount per hour worked for supplemental dues.

^b Rate applies to first 4 daily overtime hours and the first 12 hours on Saturday. All other time is paid at the Sunday and Holiday double-time rate.

^c The first employee on the job shall be a Landscape/Irrigation Laborer. The second employee on the jobsite may be a Tender. Thereafter, Tenders may be employed with Landscape/Irrigation Laborers in a 50/50 ratio on each jobsite.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TECHNICAL EXHIBIT 4

Public Works Payroll Reporting Form



California
Department of
Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

Page ____ of ____

NAME OF CONTRACTOR: OR SUBCONTRACTOR:		CONTRACTOR'S LICENSE NO.:		ADDRESS:																	
PAYROLL NO.:		SELF-INSURED CERTIFICATE NO.:		PROJECT OR CONTRACT NO.:																	
		WORKER'S COMPENSATION POLICY NO.:		PROJECT AND LOCATION:																	
(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) IF EMPLOYEE IS HOLDING A PERMIT TO EXEMPTED FROM PAYROLL REPORTING	(3) WORK CLASSIFICATION	(4) FOR WEEK ENDING:				(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9)				
			DAY							FED. TAX	FICA (SOC. SEC.)	STATE TAX	SM	VAC/ HOLIDAY	HEALTH & WELF.	PENSION	NET WGS PAID FOR WEEK	CHECK NO.			
			M	T	W	TH													F	S	S
			HOURS WORKED EACH DAY																		
			S																		
			O																		
			S																		
			O																		
			S																		
			O																		
			S																		
			O																		
			S																		
			O																		

CERTIFICATION MUST be completed
(See reverse side)

*OTHER - Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary.

S - STRAIGHT TIME
O - OVERTIME
SDI - STATE DISABILITY INSURANCE

NOTICE TO PUBLIC ENTITY

For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).

(Paper Size then 8-1/2 x 11 inches)

I, _____, the undersigned, am the
(Name - print)

_____ with the authority to act for and on behalf of
(Position in business)

_____, certify under penalty of perjury
(Name of business and/or contractor)

that the records or copies thereof submitted and consisting of _____
(Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s)
of the actual disbursements by way of cash, check, or whatever form to the individual or
individuals named.

Date: _____

Signature: _____

A public entity may require a stricter and/or more extensive form of certification.

**PRICING SCHEDULE FOR LANDSCAPE MAINTENANCE SERVICES
AT
HARBOR-UCLA MEDICAL CENTER**

VENDOR: ACCENT LANDSCAPE INC.

I. DIRECT COST

	<u># OF</u>		
	<u>FTE</u>	<u>HR.RATE</u>	<u>MONTHLY SALARY</u>
SUPERVISOR	1	\$14.00	\$2,424.80
FOREMAN	2	\$9.75	\$1,857.57
LABORER	6	\$9.46	\$7,700.82
IRRIGATION	1	\$10.25	\$710.12

TOTAL SALARIES & WAGES \$12,693.31

EMPLOYEE BENEFITS

	<u>NO. OF</u>	<u>MONTHLY COST</u>
	<u>EMPLOYEES</u>	<u>PER FTE</u>
MEDICAL INSURANCE		
DENTAL INSURANCE		
LIFE INSURANCE		
OTHER (LIST)		

TOTAL BENEFITS N/A

PAYROLL TAXES

FICA	\$786.99
SUI, MEDICARE	\$310.99
FUTA	\$114.24

TOTAL PAYROLL TAXES \$1,212.22

INSURANCE	
GENERAL LIABILITY	
INSURANCE	
WORKERS COMP	\$3,073.05
VEHICLES	\$918.78
SUPPLIES	\$222.13
SERVICES	
OFFICE EQUIPMENT	
NEW	\$12.69
LEASE	
TELEPHONE/UTILITIES	\$63.47
OTHER	

TOTAL INSURANCE/MISC. S&S \$4,290.12

TOTAL DIRECT COSTS \$18,195.65

II. INDIRECT COST

GENERAL ACCOUNTING/BOOKEEPING	62.45
MANAGEMENT OVERHEAD	412.82

OTHER: (SPECIFY)

TOTAL INDIRECT COSTS \$475.27

MONTHLY TOTAL DIRECT AND INDIRECT COST (AFRA) \$18,671

TOTAL ANNUAL COST \$ 224,051

III. TOTAL MAXIMUM SEASONAL/PERIODIC/OTHER SERVICES COST PER YEAR \$105,305

IV. TOTAL MAXIMUM CONTRACT COST PER YEAR \$329,356

DEPARTMENT OF HEALTH SERVICES
SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES
AND OTHER WORK

HARBOR-UCLA MEDICAL CENTER

I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES				
TASKS	Frequency	Staff Hours Per Frequency	Maximum Total Frequency Cost Per Contract Year	Maximum Total Cost Per Contract Year
Vertical Mowing (SOW, Paragraph 4.1)	1	210	\$6,400	\$6,400
Fertilization (SOW, Paragraph 4.2)	4	30	\$1,200	\$4,800
Tree Care (SOW, Paragraph 4.3)	1	760	\$56,985	\$56,985
Rodent Control (SOW, Paragraph 4.5)	12	8	\$480	\$5,760
Turf Reseeding (SOW, Paragraph 4.6)	1	170	\$8,400	\$8,400
Renovation-Turf (SOW, Paragraph 4.7)	1	380	\$14,800	\$14,800
Disease/Insect Control (SOW, Paragraph 4.8)	12	8	\$680	\$8,160
MAXIMUM TOTAL				\$105,305
II. OTHER WORK				
CLASSIFICATION			HOURLY RATE (INCLUDES PROFIT AND OVERHEAD)	
Pest Control Operator			\$90/hr. disease/insect control	
Pest Control Operator (Rodent)			\$65./hr. rodent control	
Irrigation Specialist			\$60	
Landscape Maintenance Laborer			\$20.25	

PROPOSER'S EEO CERTIFICATION

ACCENT LANDSCAPE, INC.
 Company Name

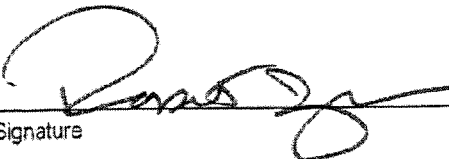
15808 S. BROADWAY, GARDENA, CA 90248
 Address

95-3763898
 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(✓)	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(✓)	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(✓)	()
4. When areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(✓)	()


 Signature

9/14/05
 Date

ROBERT IZUMO, PRESIDENT
 Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name:		Miguel Ortiz-Marroquin
Title:		Chief Operations Officer
Address:		1000 West Carson Street
Telephone:	(310)	222-2104
Facsimile:	(310)	328- 9624
E-Mail Address:		mmarroquin@ladhs.org

COUNTY'S CONTRACT PROJECT MANAGER:

Name:		Patrick Cadwallader
Title:		Assist. Director - Mechanical
Address:		1000 West Carson Street
Telephone:	(310)	222-3342
Facsimile:	(310)	782-7164
E-Mail Address:		pcadwallader@ladhs.org

COUNTY CONTRACT PROJECT MONITOR:

Name:		Patrick Cadwallader
Title:		Assist. Director - Mechanical
Address:		1000 West Carson Street
Telephone:	(310)	222-3342
Facsimile:	(310)	782-7164
E-Mail Address:		pcadwallader@ladhs.org

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** _____ **Contract No.** _____**CONTRACTOR'S PROJECT MANAGER:**

Name:	Robert Izumo
Title:	President
Address:	P.O. Box 3550, Gardena, CA 90247
Telephone:	(310) 324-1705
Facsimile:	(310) 532-3314
E-Mail Address:	

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:	same as above
Title:	
Address:	
Telephone:	()
Facsimile:	()
E-Mail Address:	

Name:	Derek Izumo
Title:	Vice-President, CFO
Address:	P.O. Box 3550, Gardena, CA 90247
Telephone:	(310) 324-1706
Facsimile:	(310) 532-3314
E-Mail Address:	

Notices to Contractor shall be sent to the following address:

Name:	Robert Izumo
Title:	President
Address:	P.O. Box 3550, Gardena, CA 90247
Telephone:	(310) 324-1706
Facsimile:	(310) 532-3314
E-Mail Address:	

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

EXHIBIT G

Page 1 of 3

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.



COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bids) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name: ACCENT LANDSCAPE, INC.		
Company Address: 15808 S. BROADWAY		
City: GARDENA	State: CA	Zip Code: 90248
Telephone Number: 310-324-1706	(310) 324-1706	
Solicitation For (Type of Goods or Services): LANDSCAPE SERVICES		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.


- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: ROBERT IZUMO	Title: PRESIDENT
Signature: 	Date: 9/14/05

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**

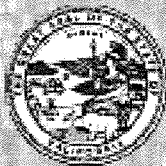


In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**

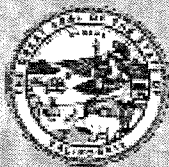


En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

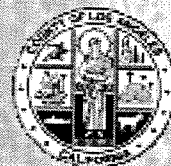
www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

2.201.010 Findings.

The Board of Supervisors finds that the county of Los Angeles is the principal provider of social and health services within the County, especially to persons who are compelled to turn to the County for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the County of Los Angeles. (Ord. 99-0048 § 1 (part), 1999).

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions.

- A. "County" includes the County of Los Angeles, any County officer or body, any County Department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer."
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract;" or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract;" and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contract and/or one or more cafeteria services contract; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the Chief Administrative Officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. *It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

* Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of Living Wage

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the County for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A and B of this section, above for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An Employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer, may, with the advice of County Counsel, issue interpretations of the provision of this chapter. The Chief Administrative Officer in conjunction with the affirmative action Compliance Officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Administrative Officer in conjunction with the Affirmative Action Compliance Officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the Board of Supervisors on Contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the Board of Supervisors or to one or more of their offices, to the County Chief Administrative Officer, or to the County Auditor Controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the County prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer.
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act.
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other County requirement for employees of a Contractor.

- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employers other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the State of California for damages caused by an employer's violation of this chapter.
- B. The County department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the Chief Administrative officer:
1. Assess liquidated damages as provided in the contract; and/or
 2. Recommend to the Board of Supervisors the termination of the contract; and/or
 3. Recommend to the Board of Supervisors that an employer be barred from award of future County contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under section 501 (c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 3. Does not have annual gross revenue in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

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4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenue or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord 99-0055 § 1, 1999: Ord 99-0048 § 1 (part), 1999.)

2.201 .100 Severability

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.(Ord. 99-0048 § 1 (part), 1999.).



COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE
MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form.
(Information to complete this form can be obtained from your
weekly certified payroll reports.) Submit this form with your
Certified Payroll Reports to the awarding County department.
Be sure to complete and sign the reverse side of this form
before submitting.

(1) Name: Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/>		Address: (Street, City, State, Zip)											
(2) Payroll No.:	(3) Work Location:	(4) From payroll period: / / to payroll period: / /											
(6) Department Name:		(8) Contract Name & Number:											
(9) Contractor Health Plan Name(s):		(10) Contractor Health Plan ID Number(s):											
(11) Employee Name, Address & Social Security Number	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employee Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (16x17)	(19) Aggregate Health Benefits Paid (18x19)	
		1	2	3	4	5							
1													
2													
3													
4													
5													
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.		Total (This Page)											
Print Authorized Name:		Grand Total (All Pages)											
Authorized Signature:		Date: / /		Title:		Telephone Number (include area code)		Page: of					

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ on the _____;
(Company or subcontractor Name) (Service, Building or Work Site)
 that during the payroll period commencing on the _____ day of _____, and
(Calendar day of Month) (Month and Year)
 ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
 have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.
3. That:
- A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
- ☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.
- B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH
- ☐ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	
Print Name and Title	Owner or Company Representative Signature:
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.	



COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department.

If you are not exempt from the Program, please check the option that best describes your intention to comply with the Program

- ☒ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **\$9.46 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$1.14 per** hour per employee. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$8.32 per hour** per employee.

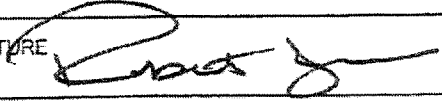
Health Plan(s): _____

Company Insurance Group Number: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other: _____
(Specify)

PLEASE PRINT COMPANY NAME: ACCENT LANDSCAPE, INC.	
I declare under penalty of perjury under the laws of the State of California that the above is true and correct:	
SIGNATURE 	DATE: 9/14/05
PLEASE PRINT NAME: ROBERT IZUMO	TITLE OR POSITION: PRESIDENT

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

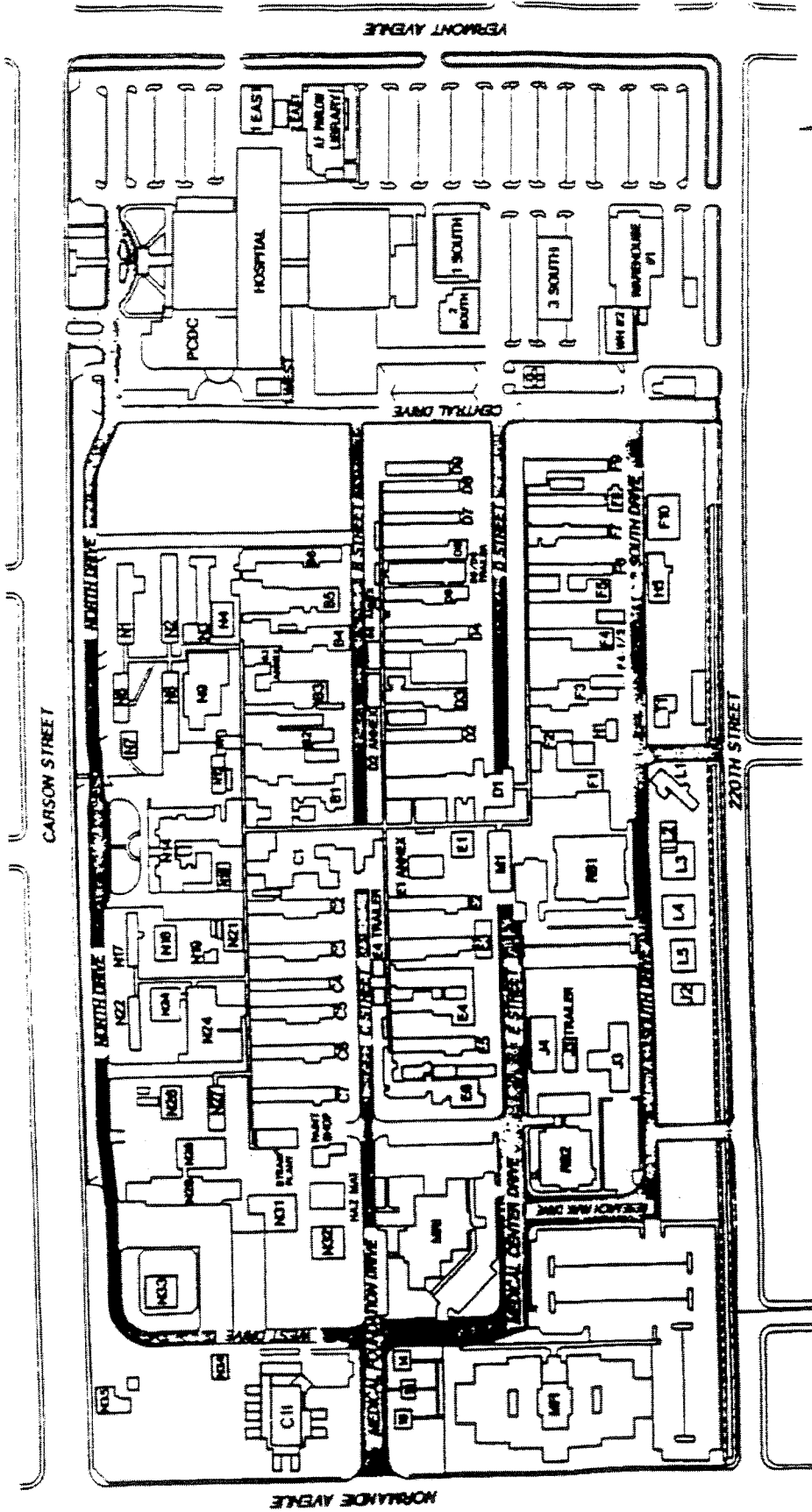
Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment)

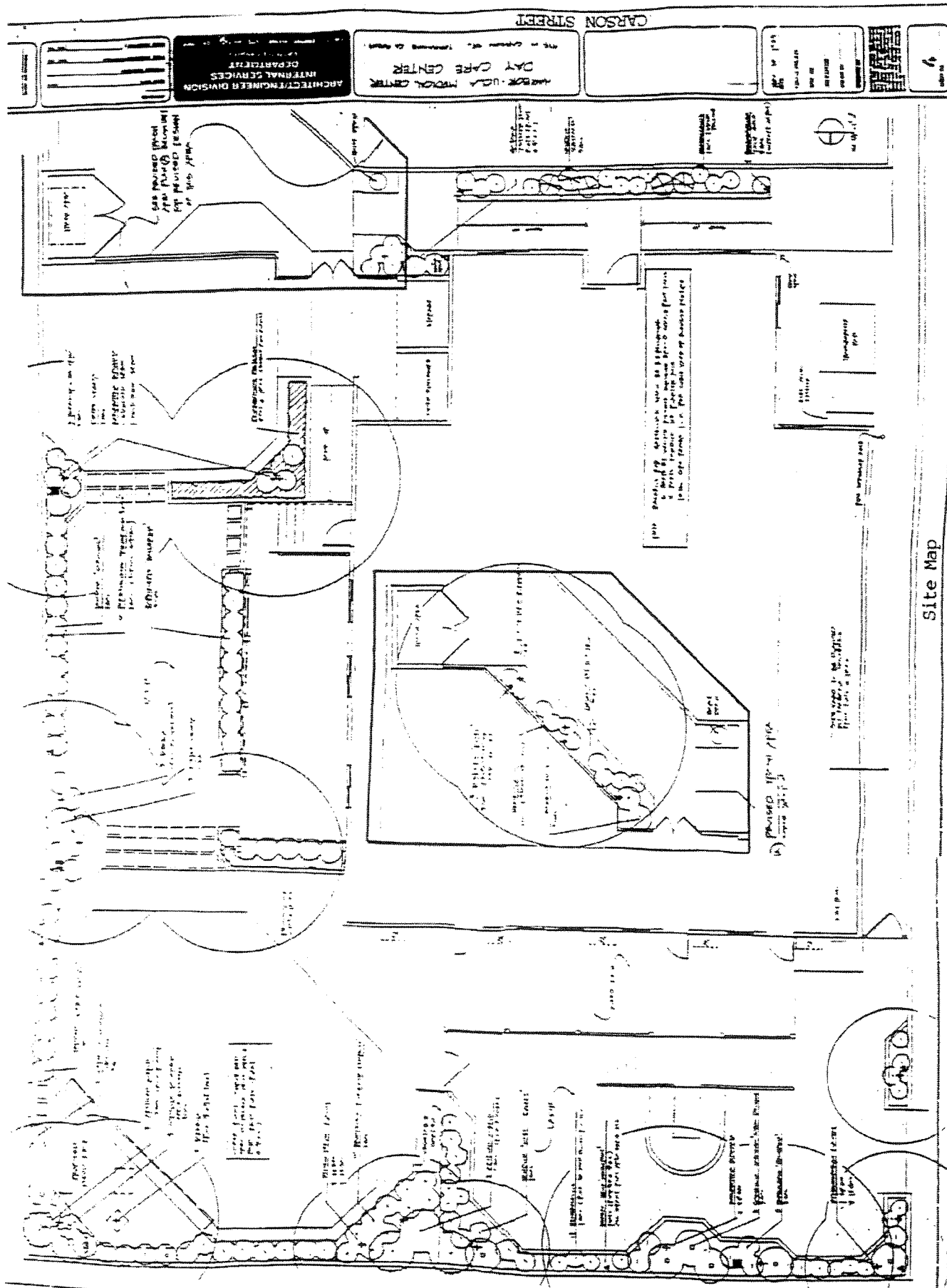
The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

HARBOR-UCLA MEDICAL CENTER



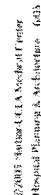
8/26/93

CAMPUS MAP





(310) 222-2345



REQUIRED FORMS - EXHIBIT 9

ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

- A. Proposer has a proven record of hiring GAIN/GROW participants and will continue to consider GAIN/GROW participants for any future employment openings.

____ YES ☒ NO (subject to verification by County)

- B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

☒ YES ____ NO

- C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

____ YES ____ NO ☒ N/A (Program not available)

Proposer Organization: ACCENT LANDSCAPE, INC.

Signature: 

Print Name: ROBERT IZUMO

Title: PRESIDENT Date: 9/14/05

Tel.#: 310.324.1706 Fax #: 310.532.3314

EXHIBIT 21

EQUIPMENT LIST

LIST THE VEHICLES AND EQUIPMENT THAT YOU OWN OR LEASE THAT WILL BE USED TO PERFORM THE SERVICES SPECIFIED IN THE SOW.	
	Contractor
QTY	DESCRIPTION - VEHICLES
6	HALF-TON PICK UP TRUCKS
2	THREE-QUARTER TON PANEL VAN TRUCKS
1	ONE TON STAKEBED W/ LIFT GATE TRUCK
1	TWO TON STAKEBED W/ CRANE & DUMP TRUCK
1	SPORT UTILITY VAN
2	PASSENGER CARS
QTY	DESCRIPTION - EQUIPMENT
1	BACKHOE
9	BLOWER, LEAF
4	EDGER
10	HEDGE TRIMMER
8	LINE TRIMMER
7	MOWER, ROTARY 21"
1	SOD CUTTER
1	TRENCHER, WALK BEHIND 7 HP
1	TRENCHER, RIDING 25 HP
2	TRIMMER, REEL 25"
1	VACUUM, LEAF

CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract.)

CONTRACTOR NAME Accent Landscape Inc. Contract No.

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: 

DATE: 12/8/05

PRINTED NAME: ROBERT IZUMO

POSITION: PRESIDENT

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract.)

Contractor Name Accent Landscape Inc. Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgment and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract.)

Contractor Name Accent Landscape Inc. Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE:

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Accent Landscape Inc.

Company Name

15808 S. Broadway, Gardena CA 91248

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CHECK THE CERTIFICATION BELOW THAT IS APPLICABLE TO YOUR COMPANY

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)